



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
OCTOBER 25, 2016
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Pledge of Allegiance

Approval of the minutes of the (1) Special City Council Meeting of October 11, 2016 and (2) Regular City Council Meeting of October 11, 2016.

PRESENTATIONS

1. Metropolitan Council Sewer Lining Project Update (Council Memo No. 73)
2. Annual meeting with the Friendship City Commission.

COUNCIL DISCUSSION

3.
 - Cancel Tuesday, November 22, 2016 Regular City Council Meeting
 - Reschedule/cancel Tuesday, December 27, 2016 Regular City Council Meeting
 - Hats Off to Hometown Hits

AGENDA APPROVAL

4. Approval of the agenda.
5. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval of the second reading of an ordinance amending subsection 400.21 of the Richfield Code of Ordinances relating to adoption of the Minnesota State Fire Code.

Staff Report No. 179
 - B. Consideration of the approval of a resolution amending the 2016-2017 labor agreement with the International Association of Firefighters Local 1215.

Staff Report No. 180

- C. Consideration of the approval of the Continuing Agreement for 2017 between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and Joint Community Police Partnership (JCPP) training. The funds available for 2017 will be \$20,000.

Staff Report No. 181

- D. Consideration of the approval of a resolution modifying the Health Care Savings Plan for LELS Local #162 Employees.

Staff Report No. 182

- E. Consideration of the approval of the first reading of an ordinance that modifies regulations related to outdoor animal relief areas.

Staff Report No. 183

- F. Consideration of the approval of a resolution authorizing acceptance of a grant received by Richfield Recreation Services Department from Hennepin County for youth sports equipment in the amount of \$7,465 and to authorize the Recreation Services Director to execute the associated grant agreement.

Staff Report No. 184

6. Consideration of items, if any, removed from Consent Calendar

PUBLIC HEARINGS

7. Public hearing regarding resolutions pertaining to the annual Lyndale/HUB/Nicollet (LHN) maintenance assessment process.

Staff Report No. 185

8. Public hearing regarding resolutions pertaining to the annual 77th Street Maintenance assessment process.

Staff Report No. 186

9. Public hearing regarding a resolution adopting the assessment for removal of diseased trees from private property for work ordered in 2015.

Staff Report No. 187

RESOLUTIONS

10. Consideration of a resolution awarding the sale of \$5,450,000 General Obligation Refunding Bonds, Series 2016B.

Staff Report No. 188

11. Consideration of a resolution supporting the submittal of a grant application to the Metropolitan Council Livable Communities Tax Base Revitalization Account grant program for contamination clean-up at the Lyndale Gardens site, 6400 Lyndale Avenue.

Staff Report No. 189

12. Consideration of a resolution requesting an advance payment of 2018-2021 Municipal State Aid (MSA) funds to cover costs associated with the 66th Street Reconstruction Project.

Staff Report No. 190

CITY MANAGER'S REPORT

13. City Manager's Report

CLAIMS AND PAYROLLS

14. Claims and payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

15. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Meeting Advisory Board/Commission Applicant Interview

October 11, 2016

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 6:45 p.m. in the Babcock Room.

ROLL CALL

MEMBERS PRESENT: Debbie Goettel, Mayor; Pat Elliott, Michael Howard; Edwina Garcia, and Tom Fitzhenry.

INTERVIEW OF APPLICANT

The City Council interviewed the following person interested in serving as a youth member on a City advisory commission:

- Yamilez Ordonez

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:50 p.m.

Date Approved: October 25, 2016.

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

October 11, 2016

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 7:00 p.m. in the Council Chambers.

Council Members Present:

Debbie Goettel, Mayor; Michael Howard; Edwina Garcia; Tom Fitzhenry; and Pat Elliott.

Staff Present:

Steven L. Devich, City Manager; John Stark, Community Development Director; Kristin Asher, Public Works Director; Jim Topitzhofer, Recreation Services Director; Jay Henthorne, Public Safety Director/Police Chief; Mike Koob, Deputy Police Chief; Wayne Kewitsch, Fire Services Director; Chris Regis, Finance Manager; Jack Broz, Transportation Engineer; Mary Tietjen, City Attorney; and Cheryl Krumholz, Executive Coordinator.

PLEDGE OF ALLEGIANCE

Mayor Goettel led the audience in the Pledge of Allegiance.

OPEN FORUM

None.

APPROVAL OF MINUTES

M/Fitzhenry, S/Elliott to approve the minutes of the (1) Special City Council Worksession of September 27, 2016 and (2) Regular City Council Meeting of September 27, 2016.

Motion carried 5-0.

Item #1	SWEAR-IN CITY OF RICHFIELD POLICE OFFICERS JOSEPH CARROLL AND LATOYA WOODS
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Deputy Police Chief Koob administered the swearing-in of Police Officer Woods. Police Officer Carroll was ill and unable to attend.

Item #2	PUBLIC HEALTH ACCREDITATION PRESENTATION BY BLOOMINGTON PUBLIC HEALTH DIRECTOR, BONNIE PAULSEN
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Bloomington Public Health Director Paulsen made the presentation.

Item #3	ANNUAL MEETING WITH THE ARTS COMMISSION
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Arts Commission Chair Alexander Dahl reported on the commission's activities and events.

Item #4	COUNCIL DISCUSSION <ul style="list-style-type: none">Hats Off to Hometown Hits
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The City Council discussed the opening of Portland Avenue, including their appreciation of the patience of the residents along Portland Avenue and the efforts of Public Works staff.

Item #5	COUNCIL APPROVAL OF AGENDA
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M/Fitzhenry/S/Howard to approve the agenda.

Motion carried 5-0.

Item #6	CONSENT CALENDAR
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- A. Consideration of the approval of a resolution granting a one-year extension of a conditional use permit and variances allowing an auto repair business at 6600 Portland Avenue. S.R. No. 156

RESOLUTION NO. 11261

RESOLUTION GRANTING AN EXTENSION OF A CONDITIONAL USE
PERMIT AND VARIANCES TO ALLOW AN AUTO REPAIR
BUSINESS AT 6600 PORTLAND AVENUE

This resolution appears as Resolution No. 11261.

- B. Consideration of the approval of the second reading of the ordinance amendment zoning land adjacent to 6600 Cedar Avenue as General Business (C-2). SR. No. 157

ORDINANCE NO. 2016-18

AN ORDINANCE RELATING TO ZONING; AMENDING
APPENDIX 1 TO THE RICHFIELD CITY CODE BY ADDING
NEW LAND ADJACENT TO 6600 CEDAR AVENUE AND
DESIGNATING SAID LAND AS GENERAL BUSINESS (C-2)

This constitutes the second reading of Ordinance No. 2016-18, applying the General Business (C-2) Zoning Designation to land immediately adjacent to 6600 Cedar Avenue, that it be published in the official newspaper and that it be made of these minutes.

- C. Consideration of the approval of a resolution restricting parking on Nicollet Avenue from 76th Street to I-494. S.R. No. 158

RESOLUTION NO. 11262

RESOLUTION RELATING TO TRAFFIC CONTROL SIGNS
"NO PARKING" ON NICOLLET AVENUE

This resolution appears as Resolution No. 11262.

- D. Consideration of the approval of a resolution authorizing the lawful gambling premises permit for the American Legion Auxiliary Unit of Minneapolis-Richfield Post #435 to conduct lawful gambling at the Minneapolis-Richfield American Legion Post #435, 6501 Portland Avenue South. S.R. No. 159

RESOLUTION NO. 11263

A RESOLUTION APPROVING THE LAWFUL GAMBLING PREMISES
PERMIT APPLICATION FOR THE AMERICAN LEGION AUXILIARY
UNIT OF MINNEAPOLIS-RICHFIELD POST 435 TO CONDUCT
LAWFUL GAMBLING AT THE MINNEAPOLIS-RICHFIELD AMERICAN
LEGION POST #435 AT 6501 PORTLAND AVENUE SOUTH

This resolution appears as Resolution No. 11263.

- E. Consideration of the approval of a resolution reauthorizing membership in the 4M Fund and entering into a Declaration of Trust with the 4M Fund. S.R. No. 160

RESOLUTION NO. 11264

RESOLUTION REAUTHORIZING MEMBERSHIP IN THE 4M FUND

This resolution appears as Resolution No. 11264.

- F. Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Church of St. Richard, located at 7540 Penn Avenue South, for their Fall Festival 2016 taking place November 12-13, 2016. S.R. No. 161
- G. Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for St. Nicholas Episcopal Church, located at 7227 Penn Avenue South, for their Juke Box Saturday Night event taking place November 5, 2016. S.R. No. 162
- H. Consideration of the approval of a request for a new Therapeutic Massage Enterprise license for First Step, LLC, located at 7600 Lyndale Avenue #400. S.R. No. 163
- I. Consideration of the approval of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for a four-year grant to fully fund an officer and fully equipped squad car dedicated for DWI enforcement in Richfield. S.R. No. 164

RESOLUTION NO. 11265

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC
SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE
OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF \$125,182 OR A
LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF

PUBLIC SAFETY, TO FUND A POLICE OFFICER AND FULLY
EQUIPPED SQUAD DEDICATED TO DWI ENFORCEMENT
FOR FOUR YEARS

This resolution appears as Resolution No. 11265.

- J. Consideration of the approval of the second reading of an ordinance repealing and replacing City Code Section 550 pertaining to Floodplain Management Regulations and resolution authorizing summary publication. S.R. No. 165

BILL NO. 2016-17

AN ORDINANCE REPEALING SECTION 550 OF RICHFIELD
CITY CODE PERTAINING TO FLOODPLAIN MANAGEMENT
REGULATIONS AND REPLACING IT WITH A NEW SECTION 550

This constitutes the second reading of Ordinance No. 2016-17, repealing and replacing Richfield City Code Section 550 pertaining to Floodplain Management Regulations, that it be published in the official newspaper and that it be made of these minutes.

RESOLUTION NO. 11266

RESOLUTION APPROVING SUMMARY PUBLICATION OF
AN ORDINANCE REPEALING SECTION 550 OF RICHFIELD
CITY CODE PERTAINING TO FLOODPLAIN MANAGEMENT
REGULATIONS AND REPLACING IT WITH A NEW SECTION 550

This resolution appears as Resolution No. 11266.

- K. Consideration of the approval of the first reading of an ordinance amending subsection 400.21 of the Richfield Code of Ordinances relating to adoption of the Minnesota State Fire Code and scheduling second reading for October 25, 2016. S.R. No. 166
- L. Consideration of the approval of two resolutions appointing election judges for the November 8, 2016 General Election. S.R. No. 167

RESOLUTION NO. 11267

RESOLUTION APPOINTING HIGH SCHOOL STUDENT
ELECTION JUDGES FOR THE GENERAL ELECTION OF
NOVEMBER 8, 2016

RESOLUTION NO. 11268

RESOLUTION APPOINTING ELECTION JUDGES FOR THE
GENERAL ELECTION OF NOVEMBER 8, 2016

These resolutions appear as Resolution Nos. 11267 and 11268.

- M. Consideration of the approval of the continuation of the agreement with the City of Bloomington for the provision of food inspection services for Richfield for the year 2017. S.R. No. 168
- N. Consideration of the approval of the 2016-2017 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the

area of public health emergency preparedness/Bioterrorism and the development of a response system. S.R. No. 169

- O. Consideration of the approval of an Agreement with the Minnesota Department of Transportation to maintain the gateway monuments and landscaping installed as part of the Crosstown Reconstruction Project. S.R. No. 170

RESOLUTION NO. 11269

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO AGREEMENT NO. 06236 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF LANDSCAPE AND HARDSCAPE IMPROVEMENTS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF RICHFIELD

This resolution appears as Resolution No. 11269.

- P. Consideration of the approval of ordering a feasibility report for the 2017 Alley Paving Project. S.R. No. 171

M/Goettel, S/Garcia to approve the Consent Calendar.

Motion carried 5-0.

Item #7	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #8	PUBLIC HEARING REGARDING THE RESOLUTION ADOPTING THE SPECIAL ASSESSMENT ROLL FOR WEED ELIMINATION FROM PRIVATE PROPERTY AND REMOVAL OR ELIMINATION OF PUBLIC HEALTH OR SAFETY HAZARDS FROM PRIVATE PROPERTY S.R. NO. 172
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Mayor Goettel presented Staff Report No. 172.

City Manager Devich stated the decrease in the assessment roll indicates homeowners have improved on property maintenance.

M/Goettel/S/Elliott to close the public hearing.

Motion carried 5-0.

M/Goettel, S/Elliott that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 11270

RESOLUTION ADOPTING ASSESSMENT FOR WEED ELIMINATION FROM PRIVATE PROPERTY AND REMOVAL OR ELIMINATION OF PUBLIC HEALTH OR SAFETY HAZARDS FROM PRIVATE PROPERTY

Motion carried 5-0. This resolution appears as Resolution No. 11270.

Item #9	PUBLIC HEARING REGARDING THE RESOLUTION ADOPTING THE SPECIAL ASSESSMENT ROLL FOR UNPAID FALSE ALARM USER FEES AGAINST PRIVATE PROPERTY S.R. NO. 173
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Council Member Howard presented Staff Report No. 173.

M/Howard, S/Goettel to close the public hearing.

Motion carried 5-0.

M/Howard, S/Fitzhenry that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 11271

RESOLUTION ADOPTING ASSESSMENT FOR
UNPAID FALSE ALARM FEES FROM PRIVATE PROPERTY.

Motion carried 5-0. This resolution appears as Resolution No. 11271.

Item #10	CONSIDERATION OF THE TRANSPORTATION COMMISSION'S RECOMMENDATION FOR A 69TH STREET PEDESTRIAN PILOT PROJECT BETWEEN XERXES AVENUE AND PENN AVENUE S.R. NO. 174
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Council Member Elliott presented Staff Report No. 174.

M/Elliott, S/Howard to approve the 69th Street Pedestrian Pilot Project to convert the on-street parking along the north side of 69th Street to an on-street pedestrian and bicycle path from Xerxes Avenue to Penn Avenue to be re-evaluated in 2017.

Kevin Watts, 69th Street/Russell Avenue, stated he was an avid cyclist but did not support the proposed pilot project because it has dangerous flaws and should not be done as an experiment.

Jill (last name and address not provided) stated the danger of mowing the lawn because of needing to step into the traffic lane.

Kay Nelson, 69th Street/Sheridan Avenue, expressed concern regarding safety and the increased traffic speed.

David Gepner, 69th Street/Penn Avenue, spoke in support of the Transportation Commission's recommendation.

Transportation Engineer Broz made a presentation on the pilot project, including design alternatives. He added State law provides local jurisdictions the authority to reduce speeds.

Motion carried 5-0.

Item #11	CONSIDERATION OF THE AWARD OF A CONTRACT FOR THE MUNICIPAL LIQUOR STORE PARKING LOT AND APPURTENANT IMPROVEMENTS AT 6600 CEDAR AVENUE S.R. NO. 175
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Council Member Fitzhenry presented Staff Report No. 175.

M/Fitzhenry, S/Garcia to award a contract for the municipal liquor store parking lot and appurtenant improvements at 6600 Cedar Avenue.

City Manager Devich explained that at today's bid opening for the Cedar Liquor Store parking lot upgrades, only one bid was received and it was significantly more than the Engineer's estimate of \$345,000. Staff is recommending that the City Council reject the bid and re-bid next year.

Council Member Fitzhenry rescinded the motion.

M/Goettel, S/Fitzhenry to reject the bid for the municipal liquor store parking lot and appurtenant improvements at 6600 Cedar Avenue.

Motion carried 5-0.

Item #12	PRESENTATION OF RESULTS OF A SOUND TEST CONDUCTED AT VETERANS MEMORIAL PARK ON SEPTEMBER 19, 2016 IN CONSIDERATION OF A COMMUNITY BAND SHELL S.R. NO. 176
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Mayor Goettel presented Staff Report No. 176.

Ryan Skoug, ESI Engineering, Inc., presented a summary of the sound test.

Recreation Services Director Topitzhofer explained the process for monitoring sound during events.

This was a presentation so no action was required.

Item #13	CONSIDERATION OF AN AGREEMENT WITH EDS BUILDERS, INC. TO PERFORM CONSTRUCTION MANAGEMENT SERVICES FOR A COMMUNITY BAND SHELL S.R. NO. 177
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Council Member Garcia presented Staff Report No. 177.

M/Garcia, S/Goettel to approve the agreement with EDS Builders, Inc. to perform construction management services for a community band shell in an amount not to exceed \$30,000.

Recreation Services Director Topitzhofer explained the funding sources, uses and timeline for the project.

Council Member Elliott questioned the funding provided by the Friends of the Band Shell, including having a written, fiscal agreement in place with the City before the City Council considers the bids and contract. He also questioned who would be responsible for payment of project change orders. He said he is committed to providing no additional funding by the City.

David Butler, Friends of the Band Shell, stated the group will work with the City Attorney and City Manager on a fiscal agreement.

Recreation Services Director Topitzhofer explained the process for change orders, including a contingency.

Council Member Howard stated that if the funding is there, the band shell will be built. If it's not, it won't be built.

Sue Sandahl, Friends of the Band Shell, explained the group is continuing to raise funds for the contingency and future amenities. She added that people want to know if it's going to be built.

City Attorney Tietjen stated the fiscal agreement will in the City's hands before the project proceeds.

Council Member Fitzhenry stated, as a member of the Airport Noise Oversight Committee and that the band shell was a non-compatible use, he would not support the agreement.

Motion carried 3-2. (Elliott and Fitzhenry oppose)

Item #14	CONSIDERATION OF THE APPOINTMENT OF A YOUTH ADVISORY COMMISSION MEMBER S.R. NO. 178
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Council Member Howard presented Staff Report No. 178.

M/Howard, S/Fitzhenry to appoint Yamilez Ordonez as a youth member to the Human Rights Commission with a term ending August 31, 2017.

Motion carried 5-0.

Item #15	CITY MANAGER'S REPORT
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None.

Item #16	CLAIMS AND PAYROLLS
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M/Fitzhenry, S/Garcia that the following claims and payrolls be approved:

U.S. Bank		10/11/16
A/P Checks: 253588-253968	\$	2,757,638.06
Payroll: 122576-122890		572,890.12
TOTAL	\$	3,330,528.18

Motion carried 5-0.

OPEN FORUM

None.

Item #17	ADJOURNMENT
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The City Council Meeting was adjourned by unanimous consent at 8:45 p.m.

Date Approved: October 25, 2016

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

October 20, 2016

Council Memorandum No. 73

The Honorable Mayor
and
Members of the City Council

Subject: Metropolitan Council Sewer Lining Project Update Presentation
(Agenda Item No. 1)

Council Members:

As you know, the Metropolitan Council Environmental Services (MCES) 66th Street Interceptor Rehabilitation Project is scheduled to remobilize on November 1, 2016 to complete the final stage of their work. Mike Olerich from the MCES will be at the October 25, 2016 City Council meeting to inform the public and Council on the overall project schedule, construction activities, and traffic impacts including:

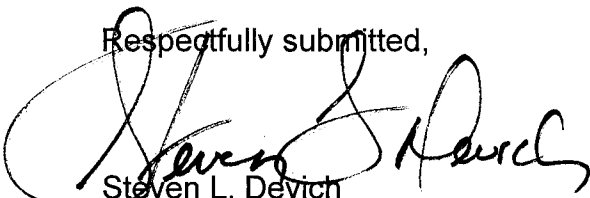
- Traffic detour routes and duration
 - No thru traffic (NB/SB) on Nicollet at 66th Street (overnight only)
 - 66th Street EB closure at 2nd Avenue (WB open – extended closure)
 - 66th Street WB closure at 2nd Avenue (EB open – extended closure)
 - 66th at west entrance to HUB (EB open – extended closure)
- Metro Transit detour routes and duration
 - Nicollet service (18) reroutes onto 67th and 65th Streets
 - 66th Service (515) reroutes onto 67th and 65th Streets
- Extended impacts near the HUB

Last week, MCES sent these flyers to the impacted residents and businesses and an open house was held at the Public Works building on Wednesday, October 19:

- Residential Mailer
- Business Mailer

Contact Kristin Asher, Public Works Director, at 612-861-9795 with questions.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:KDA
Email: Assistant City Manager
Department Directors



STAFF REPORT NO. 179
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Wayne Kewitsch, Fire Services Director/Fire Chief

DEPARTMENT DIRECTOR REVIEW: Wayne Kewitsch, Fire Services Director/Fire Chief
10/13/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the second reading of an ordinance amending subsection 400.21 of the Richfield Code of Ordinances relating to adoption of the Minnesota State Fire Code.

EXECUTIVE SUMMARY:

In May, 2016, the State of Minnesota adopted the 2015 Minnesota State Fire Code. The City automatically adopts, by existing ordinance, the most current version of the Minnesota State Fire Code. However there are specific additional appendices of the Fire Code which a city may adopt through ordinance. City staff now recommends that the City adopt two additional appendices which regulate open fires and barbecues on balconies and patios in multiple unit dwellings and a section that provides for adequate public safety radio coverage in buildings.

Minnesota State Fire Code Appendix K regulates fires and barbecues on balconies and patios in multiple unit dwellings. With the prior version of the fire code, the City adopted Chapter 308.1.4 of the International Fire Code which also regulated fires and barbecues on balconies and patios. Staff now recommends that the City align this section of the ordinance with the Minnesota State Fire Code.

Efficient and reliable communication is a critical operational and life-safety factor in public safety operations. The current digital radio systems being used by fire and police do not have the same penetrating power as the non-digital systems previously used. The 2015 version of the Fire Code recognizes this and allows localities to adopt Appendix L, Emergency Responder Radio Coverage. This section insures that buildings will have adequate radio coverage for emergency responders.

First reading of the proposed ordinance was held on Tuesday, October 11, 2016.

RECOMMENDED ACTION:

By Motion: Approve the second reading of an ordinance amending subsection 400.21 of the Richfield Code of Ordinances relating to the adoption of the Minnesota State Fire Code.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The State of Minnesota has had a statewide fire code in effect since 1975. Every few years the fire

code is revised to take into account new building techniques and materials, new fire protection technologies and to address evolving life-safety issues. The previous version of the Fire Code was adopted in 2007 and the current version was adopted in 2016.

This ordinance will bring the Richfield Code of Ordinances in line with the current version of the Minnesota Fire Code and address an operational and potential life-safety communication issue for firefighters and police officers.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The 2015 Minnesota State Fire Code requires localities to adopt optional chapters of the code through ordinance.
- The current version of Richfield City Ordinance 400.21 includes a reference to the International Fire Code that is not current. The current version of the Minnesota State Fire Code adequately addresses this situation.

C. CRITICAL TIMING ISSUES:

There are no critical timing issues.

D. FINANCIAL IMPACT:

There is no financial impact.

E. LEGAL CONSIDERATION:

The City Attorney has drafted the proposed ordinance change.

ALTERNATIVE RECOMMENDATION(S):

There are no alternative recommendations.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

Description		Type
	Ordinance	Ordinance

BILL NO. _____

**AN ORDINANCE AMENDING SUBSECTION 400.21 OF THE
RICHFIELD CODE OF ORDINANCES RELATING TO ADOPTION
OF THE MINNESOTA STATE FIRE CODE**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 400.21 of the Richfield City Code is amended as follows:

400.21. – Fire prevention code: adoption of fire prevention code.

The Minnesota State Fire Code, as adopted by the State commissioner of public safety, is hereby adopted by reference as though fully set out in this Subsection, with the following amendments:

(a) (Repealed, Bill No. 2007-15)

~~(b) Section 308 of the International Fire Code is retained in its entirety.~~

(c) (Repealed, Bill No. 2007-15)

(d) ~~Appendices~~ ~~chapters~~, B, C, ~~and D~~, K and L of the International Fire Code are adopted by reference as though fully set out in this Subsection.

Subsections 400.21 to 400.37 are the fire prevention code of the City.

This ordinance shall be effective in accordance with Section ~~3.06~~ 3.09 of the Richfield City Charter.

Sec. 2. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this ____ of October, 2016.

By: _____
Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 180
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Jesse Swenson, Asst. HR Manager

DEPARTMENT DIRECTOR REVIEW: Steven Devich
10/19/2016

OTHER DEPARTMENT REVIEW: None

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution amending the 2016-2017 labor agreement with the International Association of Firefighters Local 1215.

EXECUTIVE SUMMARY:

City staff has successfully completed labor negotiations with the International Association of Firefighters Local 1215 which currently has a 2-year agreement (2016-2017). Under the terms and conditions of the contract, insurance was to be reopened for 2017.

Subject to Council approval, the tentatively approved settlement with the Union provides health insurance benefits identical to those being provided to non-represented City employees, resulting in no change to the Employer contributions to monthly medical coverage. Specifically, the provisions provide a maximum of full coverage for Employee only coverage, \$1,135 per month for Employee plus spouse or Employee plus child(ren) coverage, and \$1,215 per month for Employee plus family coverage.

Additionally, the proposal increases the Employer contribution towards dental insurance to a maximum of \$59.25 per month for Employee single dental coverage.

RECOMMENDED ACTION:

By motion: Approve the resolution designating the City's contribution toward health and dental insurance premiums, effective January 1, 2017, for the International Association of Firefighters Local 1215.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The International Association of Firefighters Local 1215 bargaining unit has a two-year contract with the City for contract years 2016-2017. There is an insurance re-opener for 2017.

The Employer insurance contributions negotiated with the Union are identical to those being provided to the City's non-represented employees for 2017.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The City has met and negotiated in good faith with the union and its representative and is bound under the terms of the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the re-opener provision is identical in health and dental insurance provisions provided to non-union City employees. The City has a long history of providing the same level of health and dental insurance benefits to all eligible City employees.
- The health insurance contribution is well within the range for other comparable bargaining groups in similar metro cities. The City has a long history of trying to remain as close to the middle as possible of the Stanton 5 cities in terms of wages and benefits.

C. CRITICAL TIMING ISSUES:

- In order to allow the City's accounting personnel the ability to modify payroll records in a timely manner for 2017 benefits, it is recommended that the City Council act on October 25, 2016 to adopt the attached resolution providing for contract changes. The health and dental insurance benefits are effective January 1, 2017.

D. FINANCIAL IMPACT:

- Up to a maximum \$0.25 per month increase in the City's contribution towards single dental insurance coverage.
- The City's contribution towards health insurance premiums for 2017 remain unchanged from the previous year.

E. LEGAL CONSIDERATION:

- If the terms of this agreement are not approved, further negotiation and/or mediation will be necessary.

ALTERNATIVE RECOMMENDATION(S):

- Do not approve the terms of this agreement and prepare for further negotiation and/or mediation.
- Defer discussion to another date.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION DESIGNATING CITY'S CONTRIBUTION TOWARDS HEALTH AND DENTAL INSURANCE PREMIUMS FOR EMPLOYEES COVERED BY THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1215 BARGAINING UNIT FOR THE YEAR 2017

WHEREAS, the City Manager and the Richfield Firefighters IAFF Local 1215 have reached an understanding concerning conditions of employment for year 2016 and 2017; and

WHEREAS, the labor agreement covers all terms and conditions of employment including the City contribution for insurance benefits; and

WHEREAS, it would be inappropriate to penalize IAFF Local 1215 members who have negotiated in good faith; and

WHEREAS, the City has historically provided the same level of health insurance contribution to all eligible City employees, both union and non-union; and

WHEREAS, the City Ordinance requires that contracts between the City and the exclusive representative of the employees in an appropriate bargaining unit shall be completed by Council resolution.

WHEREAS, the City Council is required to determine, by resolution, the City's contribution toward the premium for employee group insurance coverage.

NOW, THEREFORE, BE IT RESOLVED that the City shall contribute the maximum of full coverage for employee only health insurance coverage, \$1,135 per month for employee plus spouse or employee plus child(ren) health insurance coverage, and \$1,215 per month for family health insurance. Such contributions shall be for coverage effective January 1, 2017; and

BE IT FURTHER RESOLVED that the City shall contribute a maximum of \$59.25 per month for employee single dental insurance. Such contribution shall be for coverage effective January 1, 2017.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October 2016.

Debbie Goettel

Mayor

ATTEST:

Elizabeth VanHoose

City Clerk



STAFF REPORT NO. 181
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Jay Henthorne, Public Safety Director

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director
10/17/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the Continuing Agreement for 2017 between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and Joint Community Police Partnership (JCPP) training. The funds available for 2017 will be \$20,000.

EXECUTIVE SUMMARY:

Hennepin County has presented an agreement on behalf of the Hennepin County Human Services and Public Health Department to furnish a Police Cadet and/or Community Service Officer (CSO) position for the City of Richfield and its Police Department along with multicultural training for department personnel. The agreement is a continuation of the 2016 agreement and is for the period beginning January 1, 2017, and ending December 31, 2017. The funding from Hennepin County will not exceed \$20,000 for 2017.

RECOMMENDED ACTION:

By Motion: Approve the 2017 Agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and JCPP training. The funds available for 2017 will be \$20,000.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The Richfield Police Department has, in the past, hired a Police Cadet with the funding supplied by Hennepin County. The Department plans on hiring a Cadet and/or CSO this year, and will utilize the \$15,000 funds budgeted in the contract for the salary expenses. The remaining \$5,000 will be used to support the Joint Community Police Partnership program's meetings and trainings (Teen Academy, PMAC, Explorers) for the community.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Hennepin County notified the City that they wished to renew the contract with the City of Richfield.
- The Public Safety/Police Department wishes to renew the contract with Hennepin County for the Joint Community Police Partnership program.

C. CRITICAL TIMING ISSUES:

The agreement must be signed for the Joint Community Police Partnership program to continue and for funding to be received.

D. FINANCIAL IMPACT:

- The total cost of this agreement shall not exceed twenty thousand dollars (\$20,000) to be paid by Hennepin County in accordance with the terms of the agreement.
- \$5,000 is to be used for JCPP programs.
- \$15,000 is to be used as salary expense for a Cadet and/or Community Service Officer.

E. LEGAL CONSIDERATION:

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

The Council could choose to not sign the contract which would make the agreement null and void with the County and the department would have to discontinue the JCPP program.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ 2017 JCPP Contract	Contract/Agreement

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Human Services and Public Health Department, A-2300 Government Center, Minneapolis, Minnesota 55487, and City of Richfield, 6700 Portland Avenue South, Richfield, Minnesota 55423 ("CONTRACTOR").

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

CONTRACTOR shall furnish services to COUNTY commencing January 1, 2017 and expiring December 31, 2017, unless cancelled or terminated earlier in accordance with the Default and Cancellation/Termination provisions of this Agreement.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed Twenty Thousand Dollars (\$20,000.00), as more fully described in Exhibit B, attached and incorporated by this reference.

2. SERVICES TO BE PROVIDED

CONTRACTOR shall provide implementation of the Joint Community Police Partnership (JCPP) Project, as more fully described in Exhibit A, attached and incorporated by this reference.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit invoices for services rendered on forms which may be furnished by COUNTY. Payment shall be made within thirty-five (35) days from receipt of the invoice.

CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be sent to the central invoice receiving address supplied by COUNTY.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons

shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

- A. In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
- B. CONTRACTOR shall abide by COUNTY's HIV/AIDS Policy which provides that no employee, applicant, or client shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her HIV/AIDS status except for clearly stated specific and compelling medical and/or public health reasons. CONTRACTOR shall establish the necessary policies concerning HIV/AIDS to assure that COUNTY clients in contracted programs and CONTRACTOR's employees in COUNTY-contracted programs are afforded the same treatment with regard to HIV/AIDS as persons directly employed or served by COUNTY.

7. AFFIRMATIVE ACTION

INTENTIONALLY OMITTED

8. INDEMNIFICATION

Each party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Except for State agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law. The liability of State agencies shall be governed by the provisions of Minnesota Statutes, section 3.736 and other applicable law.

9. INSURANCE

CONTRACTOR warrants that it has a purchased insurance or self-insurance program.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement.

CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

11. DATA

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of Section 15E, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and

subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.

- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

14. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

15. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTRACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all Data so specified by COUNTY.
2. COUNTY shall have full ownership and control of all such Data. If COUNTY permits CONTRACTOR to retain copies of the Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law,

use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such Data.

3. Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law.

- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.
- G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- H. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Initial Contact and Assessment Area so as to accomplish the purposes of this Agreement, Monique Drier, JCPP Supervisor, or successor ("Contract Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

19. PAPER RECYCLING

COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

20. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

21. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

22. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term "Hennepin County," or any

derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

23. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

24. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the "JPA"); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA ("Cooperative Members"); (3) if agreed upon pursuant to a separate agreement between CONTRACTOR and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement including but not limited to price/cost; and (4) COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CONTRACTOR.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN

STATE OF MINNESOTA

By: _____
Chair of Its County Board

Date: _____

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

Date: _____

CITY OF RICHFIELD

By: _____

Its: _____

Date: _____

And: _____

Its: _____

Date: _____

CITY represents and warrants that the person who executed this contract is authorized to do so pursuant to applicable law and that any other applicable requirements have been met.

EXHIBIT A: CONTRACTED SERVICES

The Joint Community Police Partnership (JCPP) is a collaborative effort of the cities of St. Louis Park, Richfield, Hopkins, Bloomington, Brooklyn Park, Brooklyn Center and Hennepin County. The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents of these cities. The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in the police department. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement. The JCPP collaborates with law enforcement to assist in the recruitment, selection and training of police officers; as well as cadets, Community Service Officers (CSO), Reserves and Explorers.

As part of its collaboration with JCPP, CONTRACTOR will provide the following:

A. LAW ENFORCEMENT SELECTION AND TRAINING

1. **SELECTION:** CONTRACTOR shall conduct recruitment, interviewing, testing and selection of cadets, CSOs, Reserves, and/or Explorers with a goal of expanding representation of diverse communities in law enforcement. Candidates must pass police screening and background checks as necessary.
2. **TRAINING:** CONTRACTOR shall provide supervision, support, and training of selected cadets, CSOs, Reserves, and Explorers in its police department. Training and educational opportunities will be in conformance with police department rules and procedures. CONTRACTOR's police department will coordinate the training of the participants in conjunction with the JCPP. Participants will complete relevant law enforcement training under the direct supervision of police and academic representatives. Any transcripts, enrollment records, and performance reviews by supervising police officers will be provided upon request. Any cadets will train for up to twenty (20) hours per week and maintain acceptable academic performance in post-secondary law enforcement education.

B. POLICE COMMUNITY OUTREACH

CONTRACTOR's police department will participate in outreach activities including community dialogues, culturally specific community events, New American Academies, and Youth/Teen Academies.

EXHIBIT B: FINANCIAL INFORMATION

CITY OF RICHFIELD
1/1/17 – 12/31/17

Budget Categories	Amount
1. Cadet/Community Service Officer Salary	\$15,000
2. Additional Miscellaneous Training Dollars & Expenses	\$5,000
TOTAL	\$20,000

CONTRACTOR agrees to match this funding by an equal amount or as closely as possible to the amounts listed in the above-referenced budget.



STAFF REPORT NO. 182
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Jesse Swenson, Assistant HR Manager

DEPARTMENT DIRECTOR REVIEW: Steven Devich
10/19/2016

OTHER DEPARTMENT REVIEW: None

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution modifying the Health Care Savings Plan for LELS Local #162 Employees.

EXECUTIVE SUMMARY:

In 2001, the Minnesota legislature granted authority to the Minnesota State Retirement System (MSRS) to offer a post-employment Health Care Savings Plan (HCSP) to eligible employees of the State of Minnesota and other governmental subdivisions. MSRS was authorized to administer these plans after they were adopted by governmental subdivisions throughout the state.

A HCSP was established by the City Council for LELS Local #162 (Police Supervisors) employee group in October 2003. The LELS Local #162 group has now agreed upon a modification to the plan that changes its bi-weekly payroll contributions and severance contribution. Under state statute, plan modifications may be made no more frequently than once every two years. The City does not make any contributions to this plan.

RECOMMENDED ACTION:

By motion: Adopt a resolution modifying the Health Care Savings Plan for eligible LELS Local #162 Employees.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Legal authority to establish a HCSP is provided through Minn. Stat. 352.98 and Internal Revenue Service rulings. The establishment of each plan, including contribution formulae, must be negotiated when dealing with a collective bargaining unit or personnel policy where non-union employees are involved. Once established, the plan must be filed with MSRS to initiate or modify the plan.
- Participation for each individual employee within a bargaining unit or employee group is mandatory once the plan is established for that respective group. Moreover, the amounts contributed for or by each employee in a particular group must be the same for every employee of the group. Contributed amounts between employee groups may vary however.
- A HCSP was established by the City Council for the LELS Local #162 bargaining unit in October 2003. The plan was last modified in May 2014. Under state statute, plan modifications may be

made no more frequently than once every two years.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Under Minnesota Statute, the City has an opportunity to provide a valuable benefit to City employees. The City of Richfield has offered this benefit to employee groups that are interested in such a mandatory plan.
- Approval by the City Council of the attached resolution will provide the City authority to proceed with this modified program for the LELS Local #162 employees. Plan modifications can be made every two years.

C. CRITICAL TIMING ISSUES:

- There is no critical timing issue pertaining to this modification. However, the majority of LELS Local #162 members have expressed a desire to implement the modified program, so it should be pursued at the City's earliest opportunity.
- After City approval, this plan must be submitted to MSRS for filing and implementation.

D. FINANCIAL IMPACT:

- There is no cost to the City in this version of the plan since the City makes no contribution. In fact, there is a cost savings to the City in that wages and severance pay that the employee contributes to the HSCP are not subject to Social Security or Medicare contributions.
- The plan provides a great tax savings to the participating employees and provides a tax mechanism to fund post-employment medical costs.

E. LEGAL CONSIDERATION:

- There is legal authority for this plan in Minnesota Statutes and IRS Code.
- The plan modification has been sent to the State for review and has received informal approval.

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve this plan modification. In that case, the current plan would remain in effect. However, this decision contradicts the wishes of the majority of this employee bargaining unit.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Police Supv HCSP	Backup Material
☐ HCSP resolution	Resolution Letter

Police Supervisors Post Employment Health Care Savings Plan

Memorandum of Agreement Between

The City of Richfield & LELS Local 162

Approved by: Richfield City Council on October 25, 2016

Effective Date: October 30, 2016

Plan Purpose

The **City of Richfield** and the **Police Supervisors (LELS Local #162)** bargaining unit are interested in establishing a means for eligible employees to participate in a mandatory program to help defray some of the costs of post employment health related expenses, including health insurance premiums using pre-tax dollars. Participation in the Post Employment Health Care Savings Plan, administered by the Minnesota State Retirement System (MSRS), is intended to provide an opportunity to accomplish that goal.

Post Employment Health Care Savings Plan

A Post Employment Health Care Savings Plan (HCSP) is an Employer-sponsored program that allows eligible employees to:

- 1) defer payment of a portion of unused vacation and personal leave as a severance payment at the time of termination to pay for eligible health insurance premiums and/or health expenses after separation from City service, and
- 2) defer a portion of an Employees' bi-weekly salary for deposit into their HCSP for the payment of qualified healthcare related expenses after separation from City service.

Employees will be able to choose among several different investment options provided by the Minnesota State Board of Investment. Under the Plan, amounts contributed into the HCSP are tax-free and not subject to FICA contributions. Assets in the HCSP will accumulate tax-free and since payouts are used for qualifying medical expenses, they will also remain tax-free.

Eligibility to Participate

Participation in the **Police Supervisors HCSP** is mandatory for all employees that meet the following requirements:

1. The Employee must be a member of the Richfield Police Supervisory Bargaining Unit at the time of termination of employment, and
2. The Employee must have been continuously employed by the City of Richfield for at least 1 year.

**Contribution
Formula**

Mandatory participation in the **Police Supervisors HCSP** shall be in accordance with, and limited to the following formulas for contributions:

I. Bi-weekly Contribution

1. An eligible Employee must contribute **\$100 per pay period** to the Employee's account in the **Police Supervisors HCSP**. Such contributions shall not exceed \$100 per pay period.

II. Severance Contribution

1. Severance shall be paid in cash to the employee for all accumulated but unused **Personal Leave, Vacation Leave, Holiday Leave, and Compensatory Time**.

Note: Compensatory Time is only applicable to Sergeants.

All severance payments based upon Personal, Vacation, Holiday Leaves and Compensatory Time are calculated by multiplying the number of hours by the applicable rate of pay upon termination.

Contributions authorized under this Plan shall continue until such time as this memorandum is amended or repealed by the City of Richfield and LELS-Local 162.

Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid to the employee's estate.

**HCSP
Administration**

The HCSP is authorized under the Internal Revenue Code and is administered by the Minnesota State Retirement System.

FOR THE CITY OF RICHFIELD:

City Manager

Assistant City Manager/HR Manager

For LELS #162 – POLICE SUPERVISORS:

Union Representative

Union Representative

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MODIFICATION OF A POST EMPLOYMENT
HEALTH CARE SAVINGS PLAN FOR LELS LOCAL #162 EMPLOYEES**

WHEREAS, Laws of Minnesota 2001, chapter 352.98, authorizes the Minnesota State Retirement System (MSRS) to offer a Post Employment Health Care Savings Plan (Plan) program to state employees, as well as other governmental subdivisions, and

WHEREAS, the Internal Revenue Service Code provides for such Plans, and

WHEREAS, the City of Richfield is interested in offering the Plan to eligible City employees as a tax free method for employees to set aside money to cover the ever increasing costs of health insurance and medical costs after termination of public employment, and

WHEREAS, such plans must be established by employee group, either through a collective bargaining agreement for union employees or a personnel policy for employees not covered by a collective bargaining agreement, and

WHEREAS, the provisions of a Plan have been agreed to by the LELS Local #162 group of City employees and the City of Richfield, and

WHEREAS, the proposed plan is a net savings to the City of Richfield.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richfield hereby authorizes the City Manager to modify the Health Care Savings Plan for the LELS Local #162 group of employees in the City of Richfield.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 183
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
10/19/2016

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the first reading of an ordinance that modifies regulations related to outdoor animal relief areas.

EXECUTIVE SUMMARY:

Animal kennel businesses are a permitted use in the C-2 General Business District. In 2009, the City Council approved an ordinance establishing outdoor animal relief areas as a conditional use when constructed as an accessory to animal kennels. The necessary conditions for permitting an outdoor animal relief area include setback and screening requirements, and regulations related to supervision and maintenance. One of the conditions states that "the outdoor relief area shall not be used as an outdoor kennel, animal run, animal play area or any other use not specifically identified in the conditional use permit." The intent of this regulation was to allow the minimum necessary outdoor relief area for animal kennel businesses to be viable, without allowing the other aforementioned outdoor activities, due to the potential nuisance to nearby residential properties.

Adogo Pet Hotels ("the applicant") has applied for an ordinance amendment requesting a modification to those regulations. The applicant seeks to operate an animal kennel business in a portion of the building at 6244 Cedar Avenue (formerly Zerorez, currently Maaco Auto Repair). The applicant is requesting that the outdoor relief area also be allowed to function as an animal play area. This change is not permissible by variance, as State Law prohibits use of the variance procedure to allow uses that are not permitted within a given zoning district.

This site is uniquely situated in the City, located on the dead-end portion of Cedar Avenue, north of the Cedar Point Commons development. The site is more than a full city block (approximately 600 feet) from any existing or potential residential development. For that reason, staff finds this use to be reasonable in this location. Therefore, staff is recommending approval of an ordinance amendment to allow outdoor play areas provided that the area is located at least 600 feet from residential property. This buffer distance will mitigate the adverse effects the ordinance was intended to prevent, while allowing this business to serve the Richfield community and create additional employment opportunities. Staff is also recommending a modification to the screening requirement, adding a stipulation that the screening be consistent with the surrounding area.

RECOMMENDED ACTION:

By Motion: Approve a first reading of an ordinance modifying regulations related to outdoor animal

relief areas.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

None

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The process for approving Zoning Code text amendments is established in Subsection 547.07.
- This first reading is an administrative requirement. Approval of the first reading does not obligate the Council to approve the Ordinance upon second reading.

C. **CRITICAL TIMING ISSUES:**

None

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

- A public hearing was held before the Planning Commission on October 24, 2016.
- Notice of the public hearing was published in the Sun Current newspaper in accordance with State and Local requirements.
- If this reading is approved, a second reading of the proposed Ordinance will be considered on November 15, 2016.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Ordinance	Ordinance
<input type="checkbox"/>	Map	Backup Material

BILL NO. _____

**AN ORDINANCE AMENDING THE RICHFIELD CITY CODE
REGULATIONS RELATED TO OUTDOOR ANIMAL RELIEF AREAS**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Subsection 534.07, Subdivision 25 of the Richfield City Code related to outdoor animal relief areas in the General Business (C-2) zoning district is amended to read as follows:

534.07. Conditional Uses.

Subdivision 25. Accessory outdoor animal relief area to animal kennel, provided the following conditions are met:

- a) The outdoor relief area shall not be located in the front yard;
- b) The outdoor relief area must meet setback requirements;
- c) The outdoor relief area shall be screened from view of neighboring properties in a manner consistent with the surrounding area, as approved by the City;
- d) The outdoor relief area shall be for the use of dogs only;
- e) No dogs shall remain unattended in the outdoor relief area;
- f) The outdoor relief area shall not be used as an outdoor kennel, animal run, animal play area or any other use not specifically identified in the conditional use permit, if the outdoor area is located less than 600 feet from any residential parcel;
- g) The outdoor relief area shall be maintained in a clean and sanitary condition at all times;
- h) Solid waste material shall be removed a minimum of once per day and disposed of in a sanitary manner; and
- i) If required by the Public Works Department, a filtration bed shall be constructed to ensure that liquid waste will not enter into the ground or the City's stormwater system.

Section 2 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 15th day of November, 2016.

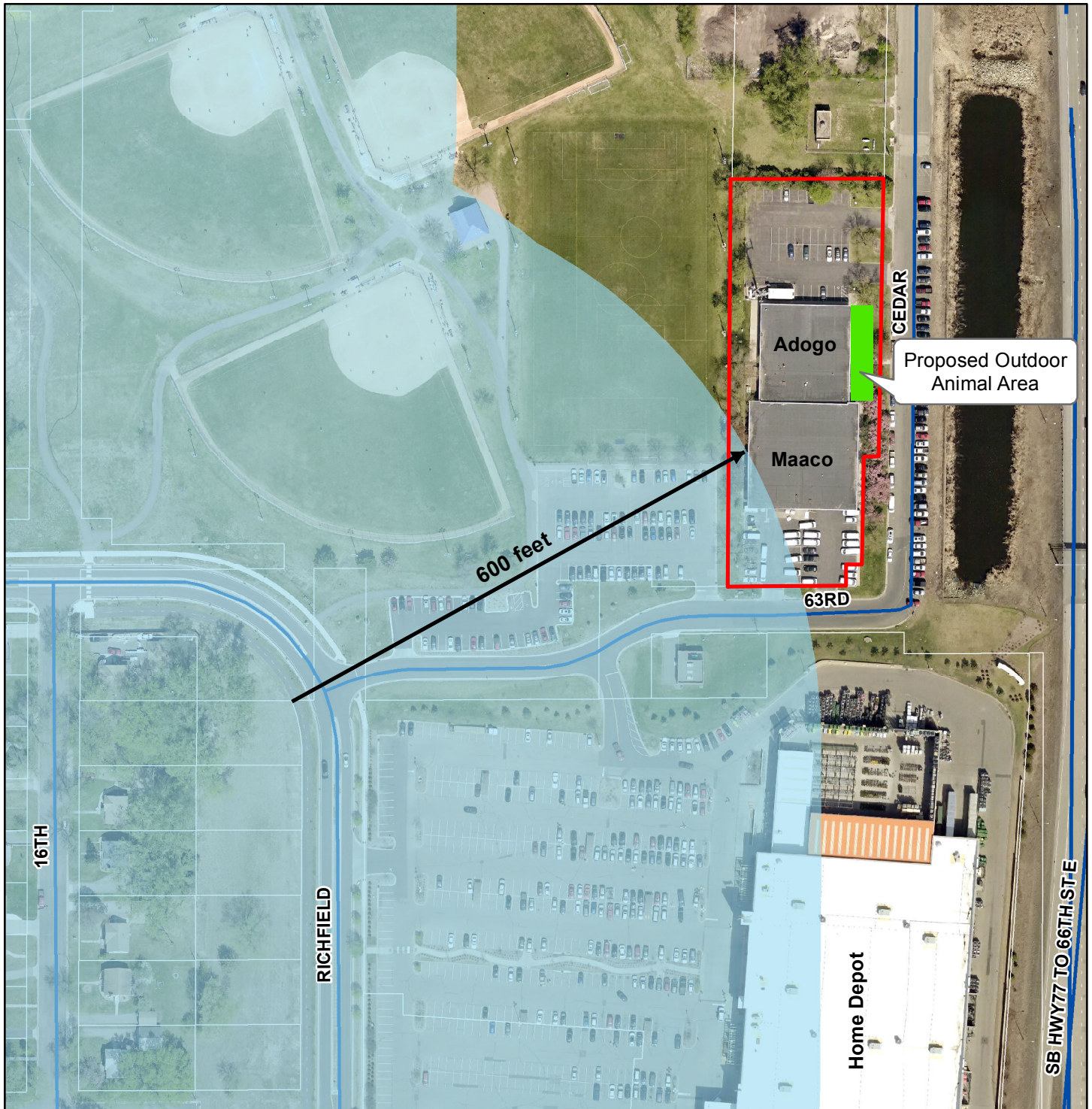
Debbie Goettel, Mayor





ATTEST:

Elizabeth VanHoose, City Clerk

Outdoor Animal Area Ordinance Amendment

6244 Cedar Avenue site and surrounding context



-  6244 Cedar Avenue
-  Proposed Outdoor Animal Area
-  600 ft Buffer of Residential Property
-  Streets and Highways

0 75 150 300 450 600 Feet





STAFF REPORT NO. 184
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director
10/18/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution authorizing acceptance of a grant received by Richfield Recreation Services Department from Hennepin County for youth sports equipment in the amount of \$7,465 and to authorize the Recreation Services Director to execute the associated grant agreement.

EXECUTIVE SUMMARY:

Richfield Recreation and the Richfield Soccer Association were awarded a Hennepin County Youth Sports Equipment grant in the amount of \$7,465.00 to purchase soccer goals. The new soccer goals were put to use at Donaldson Park, Christian Park and Washington Park to accommodate the rapid growth of the Richfield Soccer Association (almost 300% from 2011 to 2015).

RECOMMENDED ACTION:

By Motion: Approve the resolution authorizing acceptance of a grant received by Richfield Recreation Services Department from Hennepin County for soccer goals \$7,465 and to authorize the Recreation Services Director to execute the associated grant agreement.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The Recreation Services Department has received a number of youth sports grants from Hennepin County in the past including Lincoln Athletic Complex, School District #287 soccer field and running track, Academy of Holy Angels Synthetic Turf Field, archery equipment and soccer goals.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.
- City Council considers approval for all City contracts and agreements by policy.

C. CRITICAL TIMING ISSUES:

- There are no critical timing issues associated with this item.

D. FINANCIAL IMPACT:

Funding Sources for the Project Include:

Hennepin County Youth Sports Grant	\$7,465
Richfield Soccer Association	\$5,000
City of Richfield	<u>\$2,000</u>
Total	\$14,465

E. LEGAL CONSIDERATION:

- Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal property of more two-thirds majority of the City Council.
- The City Attorney has reviewed the attached agreement.

ALTERNATIVE RECOMMENDATION(S):

- There are no alternative recommendations associated with this item.

PRINCIPAL PARTIES EXPECTED AT MEETING:

There are no principal parties attending meeting for this item.

ATTACHMENTS:

Description	Type
☐ Hennepin County Youth Sports Grant Resolution	Cover Memo
☐ Hennepin County Youth Sports Grant Agreement	Cover Memo

RESOLUTION NO.

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANTS RECEIVED BY THE CITY OF RICHFIELD-RECREATION SERVICES DEPARTMENT AND TO AUTHORIZE THE CITY TO ADMINISTER THE FUNDS IN ACCORDANCE WITH GRANT AGREEMENTS AND TERMS PRESCRIBED BY DONORS

WHEREAS, Minnesota Statute 465.03 reads in part as follows:

Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every acceptance shall be by resolution of the council adopted by two-thirds majority of its members, expressing such terms in full, and

WHEREAS, the City of Richfield has received grants and donations as described below:

DATE	DONOR	PURPOSE	AMOUNT
10/25/16	Hennepin County	Soccer Goals	\$7,465

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

That the City Council of the City of Richfield hereby accepts the grants and donations as listed above, received in 2016, and authorizes the City to administer the funds in accordance with grant agreements and terms prescribed by donors.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

AGREEMENT FOR
2 full size soccer goals, 4 youth soccer goals at Christian Park and Richfield STEM School

This Agreement is between the County of Hennepin, State of Minnesota ("COUNTY"), A-2300 Government Center, Minneapolis, MN 55487, and the City of Richfield located at 7000 Nicollet Avenue, Richfield, MN 55423 ("LOCAL UNIT OF GOVERNMENT " herein "LGU").

Recitals

1. Section 473.757, subd. 2 of Minnesota Statutes authorizes Hennepin County to make grants for youth activities and youth and amateur sports within Hennepin County with certain funds collected as part of the sales tax authorized in Section 473.757, subd. 10 of Minnesota Statutes.
2. Pursuant to Hennepin County Board Resolution 09-0320R3, Hennepin County created the Hennepin Youth Sports Program. The Hennepin Youth Sports Program makes grants for youth sports and activities and amateur sports within Hennepin County.
3. For 2016, as part of the Hennepin Youth Sports Program, by Resolution No. 16-0102R1, Hennepin County authorized an award of \$7,465 to the LGU for 2 full size soccer goals, 4 youth soccer goals at Christian Park and Richfield STEM School.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

The parties agree as follows:

1. **TERM**

The LGU agrees to complete and provide all necessary documentation for payment for the Project described in Section 2 between January 1, 2016 and December 31, 2016.

2. **PROJECT, CONTRIBUTION, USE OF FUNDS, MARKETING AND REPORTING**

The LGU shall be responsible for construction of the "Project" in accordance with the application submitted by the LGU to the Minnesota Amateur Sports Commission. The LGU's "Application" for the Project dated 2/24/2016 with City of Richfield is on file with Hennepin County and this Application is incorporated into this Agreement by this reference.

Pursuant to the terms herein, the COUNTY shall contribute to the LGU an amount not to exceed \$7,465. The LGU shall be solely responsible for securing all additional funds needed for completion of the Project. The LGU shall use all funds received under this Agreement for construction of the Project.

The parties shall cooperatively and collaboratively develop Project marketing including but not limited to a permanent plaque or sign, news releases, public announcements, social media, video, civic opportunities, logos and community events. The LGU shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

The LGU shall provide advance copy of the LGU's independently developed messaging and marketing materials regarding the Project to COUNTY for review and approval. COUNTY may, in its sole discretion, reject any proposed marketing if COUNTY determines the proposed marketing does not reflect the spirit or intent of the Project, this grant or is otherwise contrary to COUNTY's best interests.

Upon completion of the project, the LGU shall provide information, data, statistics and other metrics related to the project, facilities, participants and/or related activities, including but not limited to usage numbers, who is using the park, and what changes in usage were noted. This information shall be provided within one year of completion and on an annual basis for two years thereafter.

3. PAYMENT FOR SERVICES

Upon completion of the Project, the LGU shall submit a Certificate of Occupancy (when applicable) and/or an Affidavit of Project Completion (See Attachment A), as directed by COUNTY.

Upon COUNTY's confirmation that the Project is complete, the LGU shall submit invoices for Project expenses with a Reimbursement Request letter in substantially the same content and character as Attachment B. As determined by COUNTY, COUNTY's payment obligation hereunder shall be reduced by a credit in the amount of any current or future parkland dedication fees owed to the LGU by the COUNTY or a subsidiary corporation. The credit shall be available until expended. If COUNTY has awarded more than one grant to the LGU, COUNTY shall direct the LGU as to which grant payment shall be so credited.

If the total cost of the completed Project is less than the amount identified by the LGU in the budget the LGU submitted for the Project, the COUNTY's payment will be reduced based on a pro rata share of the difference between the budgeted amount and the actual amount.

Payment shall be made directly to the LGU upon the presentation of a complete claim in the manner provided by law governing the COUNTY'S payment of claims and/or invoices. Payment shall be made within forty-five (45) days from receipt of the invoice.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CONTRACTOR

LGU shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of co-partners between the parties or as constituting LGU as the agent, representative, or employee of the COUNTY for any purpose. LGU is and shall remain an independent LGU for all services performed under this Agreement. LGU shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel of LGU or other persons while engaged in the performance of any work or services required by LGU will have no contractual relationship with the COUNTY and will not be considered employees of the COUNTY. The COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against LGU, its officers, agents, LGUs, or employees. LGU shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees from all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

A. In accordance with the COUNTY's policies against discrimination, LGU agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

LGU agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of LGU, a subcontractor hired by the LGU, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of LGU to perform any obligation under this Agreement.

Nothing in this Agreement constitutes a waiver by the LGUs of any statutory or common law defenses, immunities, or limits on liability. The LGUs cannot be required to pay on behalf of themselves and COUNTY to a third party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for COUNTY and LGUs may not be added together to determine the maximum amount of liability for LGUs.

8. DATA PRACTICES

LGU, its officers, agents, owners, partners, employees, volunteers and subLGUs shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If LGU creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the COUNTY pursuant to this Agreement, then LGU must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. LGU agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from LGU's officers', agents', owners', partners', employees', volunteers', assignees' or sub LGUs' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. LGU agrees to promptly notify the COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

9. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, LGU agrees that the COUNTY, the State Auditor, the Legislative Auditor or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of LGU and involve transactions relating to this Agreement. LGU shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. LGU binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. LGU shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY. A consent to assign

shall be subject to such conditions and provisions as the COUNTY may deem necessary, accomplished by execution of a form prepared by the COUNTY and signed by LGU, the assignee and the COUNTY. Permission to assign, however, shall under no circumstances relieve LGU of its liabilities and obligations under the Agreement.

- C. LGU may subcontract for the services to be performed pursuant to this contract. Permission to subcontract, however, shall under no circumstances relieve LGU of its liabilities and obligations under the Agreement. Further, LGU shall be fully responsible for the acts, omissions, and failure of its sub LGUs in the performance of the specified contractual services, and of person(s) directly or indirectly employed by sub LGUs. Contracts between LGU and each sub LGU shall require that the sub LGU's services be performed in accordance with the terms and conditions specified. LGU shall make contracts between LGU and sub LGUs available upon request.

11. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

12. DEFAULT AND CANCELLATION

- A. If LGU fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless LGU's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until LGU's compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to LGU.
- B. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- C. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not

constitute a general waiver or relinquishment throughout the entire term of the Agreement.

- D. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice. If COUNTY cancels this Agreement without cause upon thirty days written notice, COUNTY shall pay the LGU reasonable expenses incurred prior to the notice of cancellation.
- E. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT CONTRACTOR; INDEMNIFICATION; DATA PRACTICES; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

13. CONTRACT PROCESSING AND ADMINISTRATION

The Minnesota Amateur Sports Commission ("MASC") will serve as staff liaison in the grant process administration. Responsibilities will include but not be limited to: forwarding all required grant processing documents to LGU; and forwarding appropriate documents to COUNTY for processing and/or execution (i.e., grant contract and invoice requests). MASC will serve as contact for grant administration and/or processing inquiries.

Joe Mathews, or successor, shall manage this Agreement on behalf of the COUNTY and serve as contract liaison between the COUNTY and LGU.

14. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. LGU shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, LGU shall comply with all applicable conditions of the specific referenced or attached grant.
- C. LGU certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

15. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement.

Notice to LGU shall be sent to the address stated in the opening paragraph of the Agreement.

16. PROMOTIONAL LITERATURE

LGU agrees that the terms “Hennepin County” or any derivative shall not be utilized in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of the COUNTY.

17. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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LGU AUTHORIZATION

*LGU: City of Richfield

By: _____

Its: _____

And: _____

Its: _____

organized under:

Statutory _____ Option A _____ Option B _____ Charter _____

*LGU shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time LGU returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

COUNTY BOARD AUTHORIZATION

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by the County
Attorney's Office

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

Date: _____

And: _____
Assistant/Deputy/County Administrator

Date: _____



STAFF REPORT NO. 185
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/18/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding resolutions pertaining to the annual Lyndale/HUB/Nicollet (LHN) maintenance assessment process.

EXECUTIVE SUMMARY:

The Lyndale/HUB/Nicollet (LHN) maintenance assessment was established to recover special maintenance expenses in the LHN area in 1981. The current services include irrigation, weeding, and mowing of landscaped areas. The LHN Redevelopment Area is approximately bounded by 64th Street, First Avenue, 67th Street, and Emerson Avenue (map attached).

Staff received a letter from Steve Kirchner, Pines Investment LLC, contesting the proposed assessment on his property and requesting the property be removed from the assessment roll for 2015 and all future years (attached). The specific area he is contesting is similar to other outlots within the district that are zoned commercial and subsequently assessed for the maintenance based on square footage. If the Council chooses to remove this property from the assessment district, other similar properties should also be removed; however, these properties receive the same benefits that all properties in the district receive.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion:

- **Approve a resolution adopting the assessment on the Lyndale/HUB/Nicollet (LHN) district for costs incurred to maintain the area for 2015.**
- **Approve a resolution ordering the undertaking of current service project within the Lyndale/HUB/Nicollet (LHN) district for 2017.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City staff has determined actual costs of current services to be assessed for the 2015 maintenance of this area to be \$27,321.07, and the estimated cost for 2017 maintenance to be \$50,000.
- Fluctuations in expenditures for maintenance of LHN are caused by a number of factors:
 - Weather determines water usage and irrigation costs
 - Concrete repair vary from year to year

- Update aging infrastructure

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Section 825 of the City Code indicates “current services” mean one or more of the following:
 - (a) snow, ice, or rubbish removal from sidewalks;
 - (b) weed elimination from streets or private property;
 - (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
 - (d) installation or repair of water service lines;
 - (e) street sprinkling, sweeping, or other dust treatment of streets;
 - (f) the trimming and care of trees and the removal of unsound trees from any street;
 - (g) the treatment and removal of insect-infested or diseased trees on private property;
 - (h) the repair of sidewalks and alleys;
 - (i) the operation of a street lighting system;
 - (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
 - (k) snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was done for 2015.
- Notice of the public hearing for the proposed maintenance costs in 2015 was mailed to all owners on the assessment roll on September 29, 2016.
- Notice of the public hearing was published in the official newspaper on October 6, 2016.

C. CRITICAL TIMING ISSUES:

- Each year the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under section 825 of the City Code. This list is available at the offices of the City Clerk, Assessing, and Public Works.

D. FINANCIAL IMPACT:

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the LHN maintenance services from 2003-2015 are:

<u>Year</u>	<u>Estimated</u>	<u>Actual</u>
2003	\$50,000	\$37,785.67
2004	\$50,000	\$44,031.39
2005	\$50,000	\$45,385.31
2006	\$50,000	\$45,648.56
2007	\$50,000	\$51,605.29
2008	\$50,000	\$49,999.99
2009	\$50,000	\$49,747.02
2010	\$50,000	\$32,459.40
2011	\$50,000	\$39,090.87
2012	\$50,000	\$32,244.51
2013	\$50,000	\$25,522.16
2014	\$50,000	\$29,415.52
2015	\$50,000	\$27,321.07

E. LEGAL CONSIDERATION:

- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may make any changes to the assessment roll, as deemed necessary, after the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
▣ Resolution (2015)	Resolution Letter
▣ Resolution (2017)	Resolution Letter
▣ LHN Assessment Roll	Backup Material
▣ Map of LHN Assessment District	Backup Material
▣ Kirchner Contesting Assessment Letter	Backup Material

RESOLUTION NO.

**RESOLUTION ADOPTING ASSESSMENT FOR
LYNDALE/HUB/NICOLLET (LHN) MAINTENANCE FOR
THE PERIOD JANUARY 1, 2015 TO DECEMBER 31, 2015**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and passed upon all objections to the proposed assessment for current services related to maintenance of the Lyndale/Hub/Nicollet (LHN) Redevelopment Area, which is approximately bounded by 64th Street, First Avenue, 67th Street and Emerson Avenue in the City of Richfield.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota as follows:

1. Such proposed assessment roll, in the total amount of \$27,321.07 is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of assessment levied against it.
2. Such assessment shall be payable before or during 2016 and shall bear interest at the rate of five percent (5%) from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property to the City's Finance Division, and may, at any time thereafter, pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which payment is made. Such payment must be made before November 10 or interest will be charged through December 31 of the succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the proper tax lists of the County and such assessment shall be collected and paid over in the same manner as other municipal taxes.

Passed by the City Council of the City of Richfield, Minnesota, this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

RESOLUTION ORDERING UNDERTAKING OF CURRENT SERVICE PROJECT LYNDALDE/HUB/NICOLLET (LHN) MAINTENANCE JANUARY 1, 2017 TO DECEMBER 31, 2017

WHEREAS, pursuant to ordinance, the City Council of the City of Richfield did establish a special assessment district and did propose that certain services be undertaken by the City in the Lyndale/HUB/Nicollet Redevelopment Area approximately bounded by 64th Street, First Avenue, 67th Street and Emerson Avenue and that the cost of such services be specially assessed against benefited property; and

WHEREAS, the City Council of the City of Richfield did also by such resolution set the date of public hearing on the undertaking of such current service project and the levying of special assessment to bear the cost thereof; and

WHEREAS, following due notice, such public hearing was held on October 25, 2016 at which time all interested parties desiring to be heard were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. That the following examples of current services of the City shall be undertaken by the City within the LHN Redevelopment Project Area, which area constitutes the special assessment district with the exception of single family, two family and multifamily residential properties, with the cost of such services to be specially assessed against the benefited property within the district:
 - a. Snow, ice or rubbish removal;
 - b. Weed elimination;
 - c. Elimination or removal of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes Section 463.15 to 463.26;
 - d. Installation and repair of water service lines;
 - e. Street sprinkling or other dust treatment of streets;
 - f. Trimming and care of trees and the removal of unsound trees;
 - g. Repair of sidewalks, crosswalks and other pedestrian walkways;
 - h. Operation of the street lighting system;
 - i. Maintenance of landscaped areas and other public amenities on or adjacent to street right-of-way; and
 - j. Snow removal and other maintenance of streets.
2. The work to be performed may be by day labor, by City force, by contract or by any combination thereof.

3. The designated period of the project shall be from January 1, 2017 through December 31, 2017. Costs of the project shall be collected in the manner provided in the Richfield Ordinance Code.

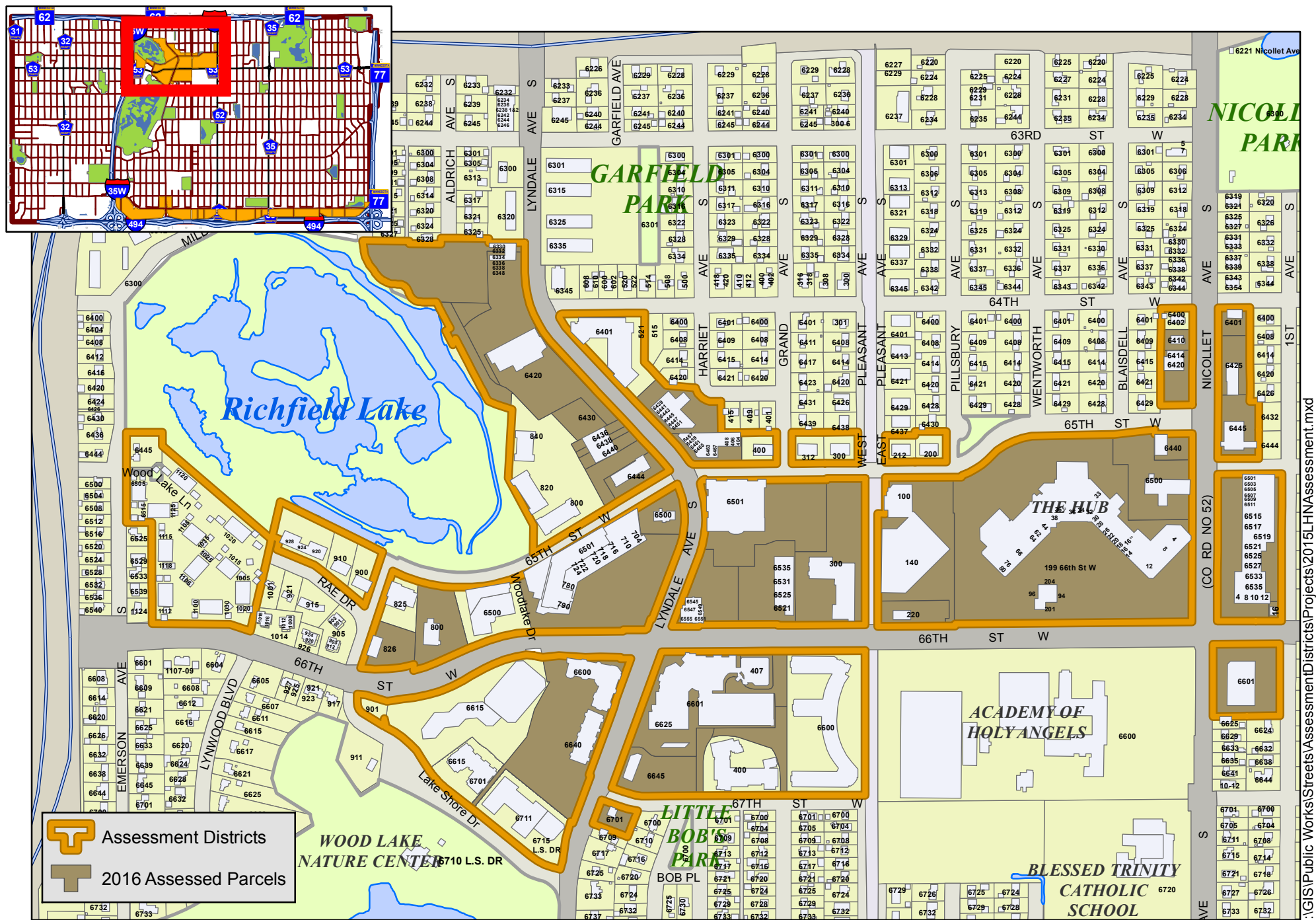
Passed by the City Council of the City of Richfield, Minnesota, this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

BLDG_NUM	STREETNAME	OWNER_NAME	PID	ASSESSMENT
220	66TH ST W	AFC ENTERPRISES INC	2702824240063	\$267.02
16	66TH ST E	ALLEN & KATHRYN PLAISTED	2702824130115	\$33.91
6500	NICOLLET AVE S	BREMER BANK NATIONAL ASSOC	2702824240060	\$758.68
199	65TH ST W	BRIXMOR SPE 5 LLC	2702824240061	\$5,632.90
100	66TH ST W	BRIXMOR SPE 5 LLC	2702824240064	\$1,402.93
300	66TH ST W	CENTURY LINK	2702824230082	\$1,195.24
6640	LYNDALE AVE S	CITY BELLA COMMERCIAL LLC	2702824320452	\$1,733.53
6444	LYNDALE AVE S	CITY OF RICHFIELD	2702824230087	\$211.92
6444	LYNDALE AVE S	CITY OF RICHFIELD	2702824230088	\$224.64
6436	LYNDALE AVE S	DVM PROPERTIES INC	2702824230084	\$80.53
6425	NICOLLET AVE S	HEADWAY EMOTIONAL HEALTH SER	2702824130053	\$288.21
6467	LYNDALE AVE S	HNC PROPERTIES LLC	2702824230010	\$296.69
6439	LYNDALE AVE S	HNC PROPERTIES LLC	2702824230074	\$491.66
800	66TH ST W	JBB PROPERTIES LLC	2802824140010	\$504.38
6410	NICOLLET AVE S	KIM MAI PROPERTIES LLC	2702824240040	\$101.72
6412	NICOLLET AVE S	L N S REAL ESTATE PRTSHP	2702824240065	\$262.78
6420	LYNDALE AVE S	LAKEWINDS NATURAL FOODS COOP	2702824230114	\$830.74
42	ADDRESS PENDING	LYNDALE GARDENS LLC	2802824110089	\$1,025.71
42	ADDRESS PENDING	LYNDALE GARDENS LLC	2702824230115	\$186.49
42	ADDRESS UNASSIGNED	LYNDALE GARDENS LLC	2802824140371	\$80.53
42	ADDRESS UNASSIGNED	LYNDALE GARDENS LLC	2802824140370	\$267.02
42	ADDRESS PENDING	LYNDALE GARDENS LLC	2802824110090	\$648.48
6545	LYNDALE AVE S	LYNDALE STATION LLC	2702824230113	\$517.09
6525	LYNDALE AVE S	LYNDALE STATION LLC	2702824230112	\$644.24
6501	LYNDALE AVE S	LYNDALE STATION LLC	2702824230111	\$1,364.78
6645	LYNDALE AVE S	MARSHALL & ISLEY CORP	2702824320127	\$491.66
6500	LYNDALE AVE S	NEARCO II LLC	2702824230090	\$267.02
6701	LYNDALE AVE S	PAUL J & ANN ZILKA	2702824320126	\$144.11
42	ADDRESS UNASSIGNED	PINE INVESTMENTS LLC	2702824320133	\$250.07
826	66TH ST W	REALTY INCOME PROPS 3 LLC	2802824410039	\$279.74
6440	NICOLLET AVE S	RICHFIELD MED BLD PTRSHPLLC	2702824240057	\$144.11
6601	NICOLLET AVE S	RICHFIELD SHOPPES LLC	2702824420078	\$741.73
6501	NICOLLET AVE S	RICHFIELD SHOPPES LLC	2702824130116	\$1,377.50
6438	LYNDALE AVE S	RUSSELL L JAHN	2702824230085	\$59.34
6440	LYNDALE AVE S	RUSSELL L JAHN	2702824230086	\$118.68
704	66TH ST W	SILVER CREST PROPERTIES LLC	2702824230107	\$1,839.49
6501	WOODLAKE DR	SILVER CREST PROPERTIES LLC	2702824230105	\$84.77
700	66TH ST W	SILVER CREST PROPERTIES LLC	2702824230106	\$21.19
6401	NICOLLET AVE S	THUTHUY T NGUYEN	2702824130052	\$131.39
6445	NICOLLET AVE S	WELLS FARGO BANK	2702824130001	\$389.94
42	ADDRESS UNASSIGNED	WOODLAKE PARTNERS LLC	2702824320132	\$93.25
42	ADDRESS UNASSIGNED	WOODLAKE PARTNERS LLC	2702824320134	\$182.25
407	66TH ST W	WOODLAKE PARTNERS LLC	2702824320138	\$178.02
6601	LYNDALE AVE S	WOODLAKE PARTNERS LLC	2702824320137	\$1,474.98
				\$27,321.07



The City of Richfield makes no representation or warranties, express or implied, with respect to the reuse of the data provided herewith, regardless of its format or the means of its transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data "as is", and assumes all risks associated with its use.

0 250 500 1,000 Feet
1 inch = 500 Feet

Lyndale-Hub-Nicollet (LHN)
Assessment District
Richfield, Minnesota



City of Richfield

In regards to: LHN Assessment Hearing OCT. 11th 2016

September 22, 2016

To whom it may concern, *Elizabeth VanHose, City Clerk*

My name is Steve Kirchner and I was the original developer of Richfield Urban Village on the southeast corner of 66th and Lyndale. I am contesting the proposed charge for 2015 in the amount of \$250.07 assessed against Pines Investments, LLC located at 400 West 67th St (67th and Harriet corner). In the original days of the assessment all property owners within the district were charged regardless if they were residential or commercial property. A couple of years ago this practice was amended to bring it more in line with the original intent and the policy was changed to only charge Commercial property and no longer charge residential properties. The Pines and the neighboring Oaks property at 6600 Pleasant are both residential properties of which I developed both pieces of property. Upon the change being made that the City would no longer assess the residential properties there is one piece of property that did not get removed from the assessment role and that is the piece that I am contesting.

The specific piece is PID number 2702824320133 and it does not have any address assigned to it. It is an outlot piece to our development located on the back (Kirchbak Garden) side of the property. It has been assigned a minimal Real Estate tax valuation of \$1,000 so it has no real value to anybody or anything. It contains the wide Cement sidewalk (spine) that is used for Emergency and Fire access to the back side of The Pines and The Oaks property if ever needed. It does not have **any** LHN services provided to the property in discussion and does not service any commercial function within the development or within the District. It further does not border or touch any commercial property as it is totally an internal piece of property to the development. We maintain the property and we perform all services needed to this piece. It does not contain any grass, irrigation, fertilizer, lighting, etc. We shovel this piece and perform the necessary repairs to the sidewalk as needed at our expense.

I am requesting the council remove this piece of property for the 2015 Assessment and all future Assessments related to the LHN for the reasons described above. As an alternate to this request if the council decides to not remove it then we will immediately request the city to take over all maintenance and responsibility for this piece of property at their (LHN) expense going forward.

I have enclosed a copy of the plat drawing indicating where this piece of property exists for your specific review. I have talked to Chris Link last year and he informed me we needed to wait for this hearing to make our request, of which I am doing, for removal of the piece from the assessment role as he was not able to remove it without council approval. If there are any questions, I can be reached by cell at 612-247-2621 but I believe I am going to be leaving town this day, but not sure and if we decide to not go, then I will be at the meeting.

Thanks in advance for your consideration to remove our piece of property from the 2015 assessment role and all future assessments relating to LHN

Sincerely Yours,

Steve Kirchner,

Steve Kirchner
Pines Investments LLC

Majority Owner and Owner Rep for both The Pines and The Oaks properties

Mailing Address: 8983 Mariabo Circle, Bloomington, Mn. 55438

Email: skirch7832@gmail.com

CC: Chris Link, City of Richfield Operations Superintendent



Public Works Department

September 15, 2016

MAYOR
DEBBIE GOETTEL

CITY COUNCIL
PAT ELLIOTT
TOM FITZHENRY
EDWINA GARCIA
MICHAEL HOWARD

CITY MANAGER
STEVEN L. DEVICH

PINE INVESTMENTS LLC
ATTN STEVEN L KIRCHNER
8983 MARIABO CIR
BLOOMINGTON MN 55438

NOTICE OF ASSESSMENT HEARING

NOTICE OF HEARING ON PROPOSED ASSESSMENT FOR CERTAIN SERVICES OF THE CITY WITHIN THE LYNDALE/HUB/NICOLLET REDEVELOPMENT AREA FROM JANUARY 1, 2015 - DECEMBER 31, 2015

Property ID: 2702824320133
Property Address: 42 ADDRESS UNASSIGNED

NOTICE IS HEREBY GIVEN that the Richfield City Council will hold an assessment hearing on the date and at the time and place given below, to pass upon the proposed assessment for the maintenance services to that area known as the Lyndale/Hub/Nicollet (LHN) Redevelopment Area in the City.

DATE, TIME AND PLACE OF HEARING: Tuesday, October 11, 2016 at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda, at Richfield Municipal Center, 6700 Portland Avenue South, Richfield, Minnesota 55423.

NATURE OF IMPROVEMENT AND AREA TO BE ASSESSED: From January 1, 2015 through December 31, 2015 the City of Richfield incurred costs for maintenance of the LHN Redevelopment Area, including such work as landscape maintenance of common properties, including mowing, fertilizing, irrigation repair and other maintenance services. The City proposes to assess the costs for maintenance in the LHN Redevelopment Area, which totaled \$27,321.07 against the properties that benefited from this work.

THE SPECIAL ASSESSMENT TO YOUR PROPERTY IS: \$250.07.

Contesting

Payment can be made after the assessment is adopted and before November 10, 2016 at the City of Richfield Assessor's office, 6700 Portland Avenue South, Richfield, MN 55423. Please make your check payable to the City of Richfield.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THIS ASSESSMENT. NO SEPARATE BILLING WILL OCCUR.

A copy of the proposed assessment roll is on file for public inspection at the City Clerk's office, 6700 Portland Avenue South, Richfield, Minnesota 55423.

PAYMENT OF ASSESSMENT: You may pay your assessment at any time after the assessment has been adopted by presenting a check to the City Treasurer at the Assessor's Office, 6700

(OVER)

C.R. DOC. NO. _____
R.T. DOC. NO. _____

REGISTERED LAND
SURVEY NO. 1035

THE Y.M.A. Y.

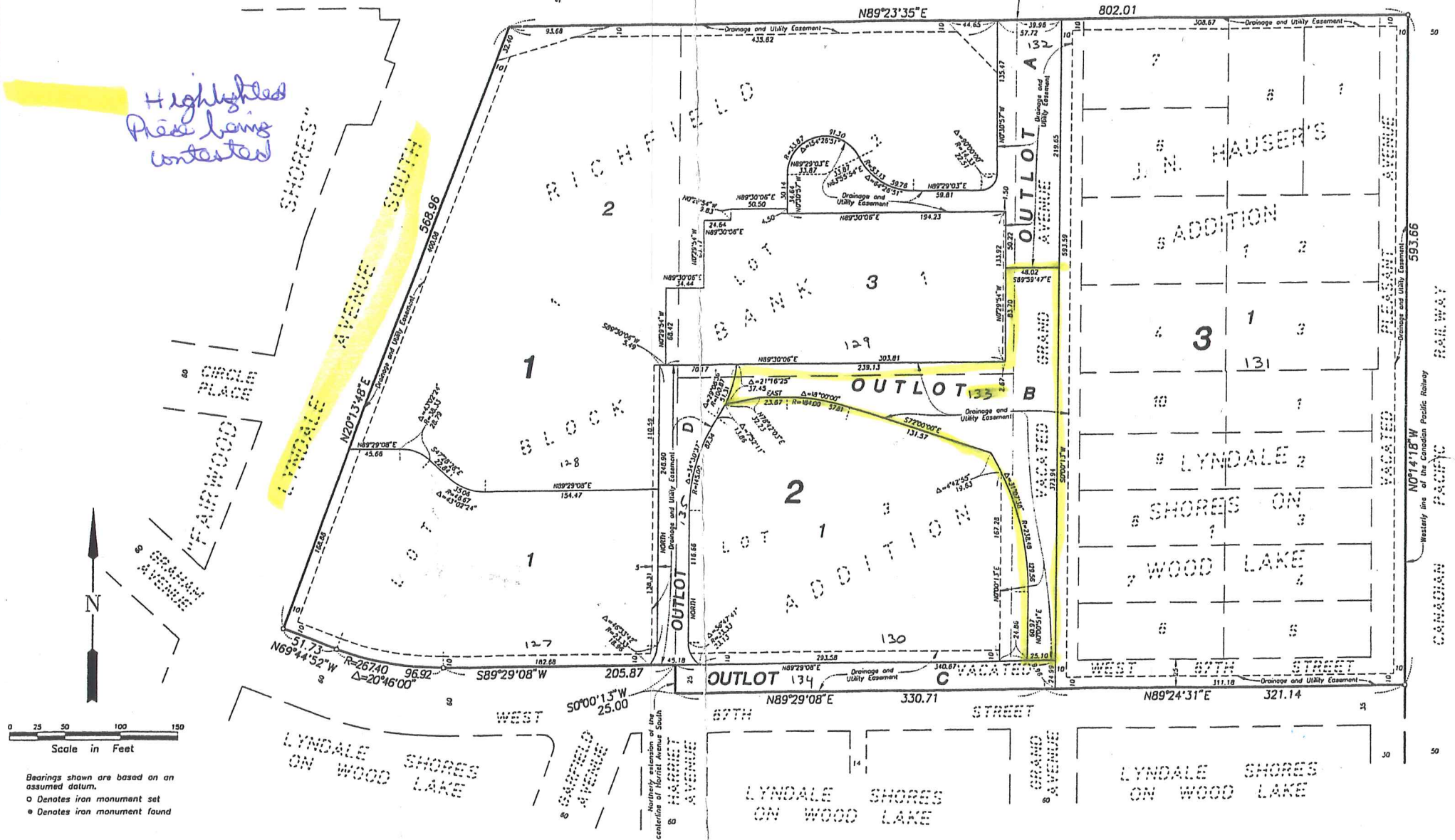
A D D I T I O N

North line of the Northwest Quarter of the Southwest
Quarter of Section 27, Township 28, Range 24

$$\begin{array}{ccccccc} 1 & 1 & 1 & 1 & 1 & 1 & 1 \\ 1 & 1 & 1 & 1 & 1 & 1 & 1 \\ 1 & 1 & 1 & 1 & 1 & 1 & 1 \end{array}$$

Northeast corner of Lot 2, Block 1,
RICHFIELD BANK ADDITION

Highlighted
Pres being
contested



Rehder and Associates, Inc.

Sheet 2 of 2 Sheets



STAFF REPORT NO. 186
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/18/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding resolutions pertaining to the annual 77th Street Maintenance assessment process.

EXECUTIVE SUMMARY:

Since 1988, the City has performed special maintenance along 77th Street between I-35W and Cedar Avenue. The current services include:

- Maintenance and operation of irrigation systems
- Mowing
- Fertilization
- Weed control
- Trash and litter removal

These current services are provided on both sides of the 77th Street wall. The maintenance functions are funded through a maintenance assessment on 77th Street commercial properties.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion:

- **Approve a resolution adopting the assessment on the 77th Street Project Area for costs incurred to maintain the area for 2015.**
- **Approve a resolution ordering the undertaking of current service project within the 77th Street Project area for 2017.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City staff has determined the actual assessment costs of current services for 2015 for this area to be \$59,557.56.
- The estimate for 2017 maintenance is \$80,000.
- Fluctuations in expenditures for maintenance of the 77th Street Redevelopment area are caused by a number of factors:
 - Weather determines water usage and irrigation costs
 - Concrete repair varies from year to year

- Updating aging infrastructure
- Replantings

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Section 825 of the City Code indicates “current services” mean one or more of the following:
 - (a) snow, ice, or rubbish removal from sidewalks;
 - (b) weed elimination from streets or private property;
 - (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
 - (d) installation or repair of water service lines;
 - (e) street sprinkling, sweeping, or other dust treatment of streets;
 - (f) the trimming and care of trees and the removal of unsound trees from any street;
 - (g) the treatment and removal of insect-infested or diseased trees on private property;
 - (h) the repair of sidewalks and alleys;
 - (i) the operation of a street lighting system;
 - (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
 - (k) snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was completed for 2015.
- Resolution No. 7405, adopted in 1988, established a policy for assessing the costs.
- Commercial property owners will be assessed on a per-square-foot basis; however, all single family and multi-family residential properties, plus the two churches in the area, would be exempt from the special assessment levy.
- The proposed assessment was properly filed with the City Clerk.
- Notice of the public hearing for the proposed maintenance costs in 2015 was mailed to all owners described on the assessment roll on September 29, 2016.
- The public hearing notice was published in the official newspaper on October 6, 2016.

C. CRITICAL TIMING ISSUES:

Each year the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under section 825 of the City Code. This list is available at the offices of the City Clerk, Assessing, and Public Works.

D. FINANCIAL IMPACT:

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the 77th Street maintenance services from 2003-2015 are:

<u>Year</u>	<u>Estimate</u>	<u>Actual</u>
2003	\$80,000	\$59,831.07
2004	\$80,000	\$63,842.79
2005	\$80,000	\$64,841.54
2006	\$80,000	\$69,606.52
2007	\$80,000	\$77,441.46
2008	\$80,000	\$77,000.01
2009	\$80,000	\$62,894.55
2010	\$80,000	\$64,124.81
2011	\$80,000	\$72,427.48
2012	\$80,000	\$78,286.46
2013	\$80,000	\$59,779.82
2014	\$80,000	\$71,499.01
2015	\$80,000	\$59,557.56

E. LEGAL CONSIDERATION:

- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may make any changes to the assessment roll, as deemed necessary, after the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
▣ Resolution (2015)	Resolution Letter
▣ Resolution (2017)	Resolution Letter
▣ Assessment Roll	Backup Material
▣ ILN/77th St Assessment District Map	Backup Material

RESOLUTION NO.

**RESOLUTION ADOPTING ASSESSMENT ON
77TH STREET MAINTENANCE FOR THE PERIOD
JANUARY 1, 2015 TO DECEMBER 31, 2015**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to maintenance of the 77th Street Project Area, which is approximately bounded east of I-35W and west of Cedar Avenue.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. Such proposed assessment roll in the total amount of \$59,557.56 is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of assessment levied against it.
2. Such assessment shall be payable before or during 2016 and shall bear interest at the rate of five percent (5%) from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property to the City's Finance Division and may, at any time thereafter, pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which payment is made. Such payment must be made before November 10 or interest will be charged through December 31 of the succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the proper tax lists of the County and such assessment shall be collected and paid over in the same manner in other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

RESOLUTION ORDERING THE UNDERTAKING OF CURRENT SERVICE PROJECT WITHIN THE 77TH STREET PROJECT AREA FOR THE PERIOD JANUARY 1, 2017 TO DECEMBER 31, 2017

WHEREAS, pursuant to ordinance, the City Council of the City of Richfield did establish a special assessment district and did propose that certain current services be undertaken by the City in the 77th Street Project Area, approximately bounded by I-35W, 77th Street, I-494 and Cedar Avenue and that the cost of such services be specially assessed against benefited property; and

WHEREAS, the City Council of the City of Richfield did also by such resolution set the date of the public hearing on the undertaking of such current service project and the levying of special assessment to bear the cost thereof; and

WHEREAS, following due notice, such public hearing was held on October 25, 2016 at which time all interested parties desiring to be heard were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota as follows:

1. That the following examples of current services of the City shall be undertaken by the City within the 77th Street Project Area, which area constitutes the special assessment district with the exception of residential properties, plus the two churches in the area, with the cost of such services to be specially assessed against the benefited property within the district:
 - a. Snow, ice or rubbish removal;
 - b. Weed elimination;
 - c. Elimination or removal of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes Section 463.15 to 463.26;
 - d. Installation and repair of water service lines;
 - e. Street sprinkling or other dust treatment of streets;
 - f. Trimming and care of trees and the removal of unsound trees;
 - g. Repair of sidewalks, crosswalks and other pedestrian walkways;
 - h. Operation of the street lighting system;
 - i. Maintenance of landscaped areas and other public amenities on or adjacent to street right-of-way; and
 - j. Snow removal and other maintenance of streets.
2. The work to be performed may be by day labor, by City force, by contract or by any combination thereof.

3. The designated period of the project shall be from January 1, 2017 through December 31, 2017. Costs of the project shall be in the manner provided in the Richfield Ordinance Code.

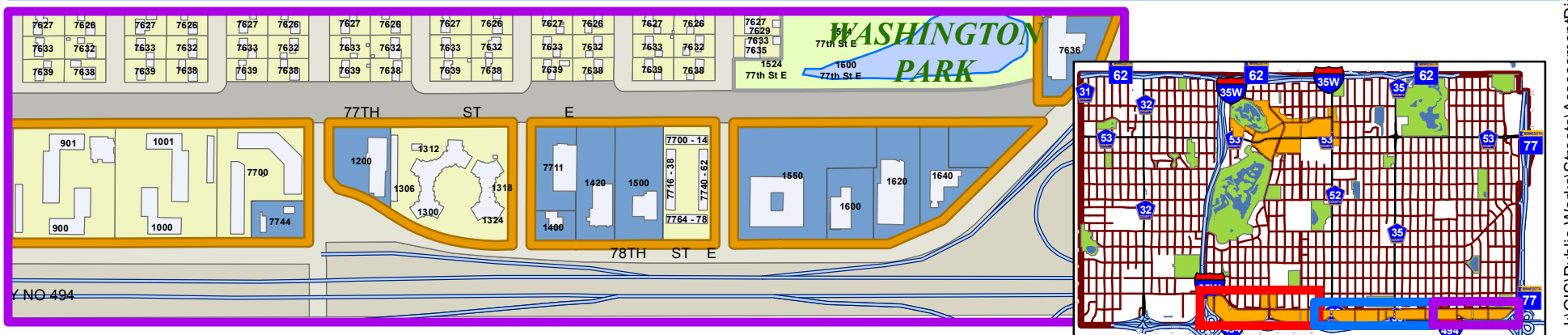
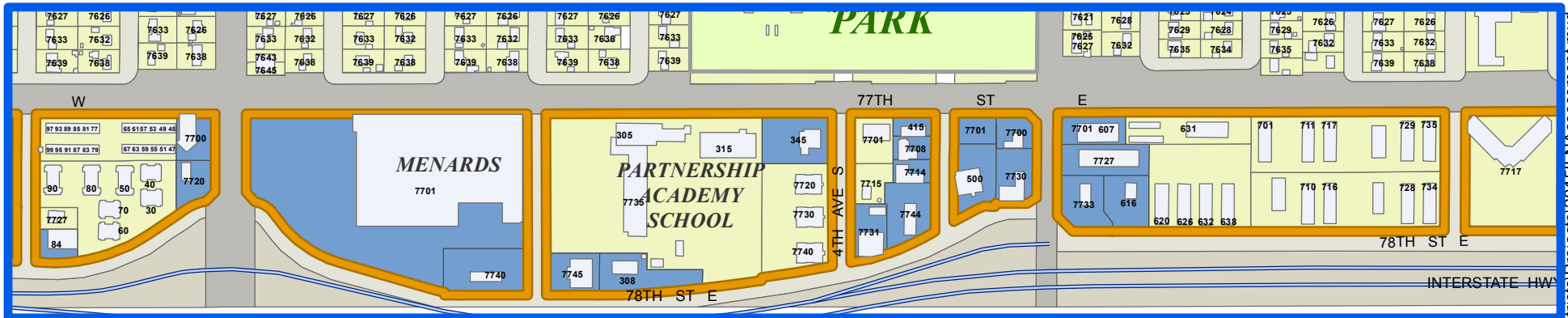
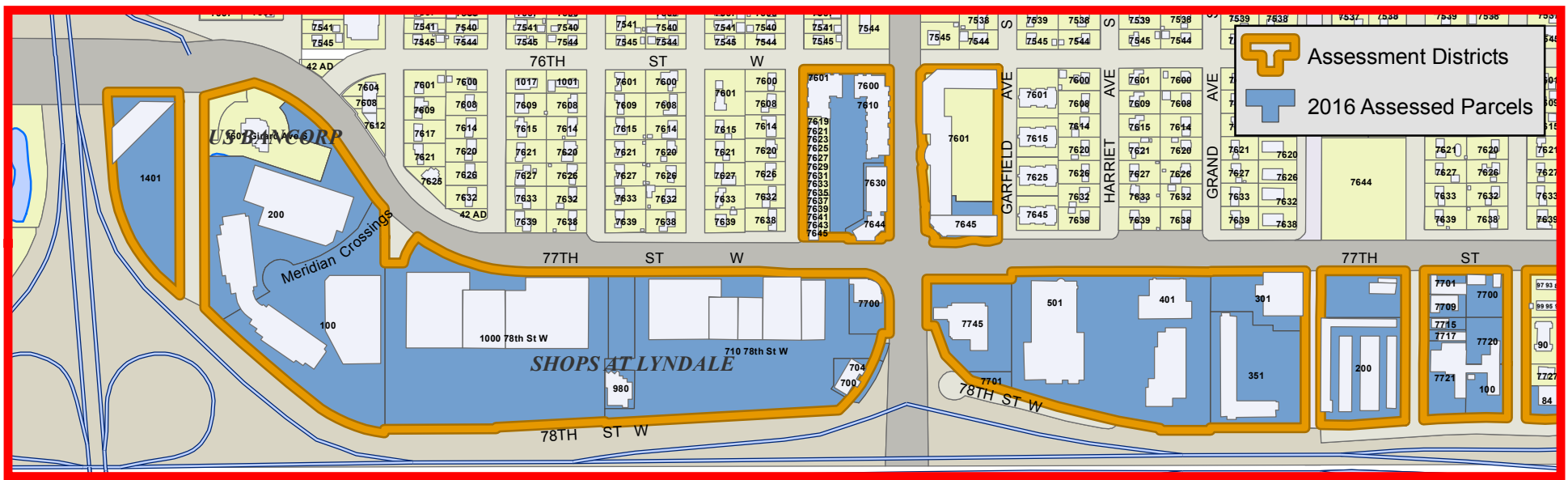
Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

BLDG_NUM	STREETNAME	OWNER_NAME	PID	ASSESSMENT
1600	78TH ST E	494 BUILDING PARTNERSHIP LLC	3502824440031	\$523.27
7700	NICOLLET AVE S	7700 PARTNERS LLC	3402824340065	\$292.22
7701	5TH AVE S	A G BOGEN CO	3402824440027	\$210.67
500	78TH ST E	A G BOGEN COMPANY	3402824440023	\$455.31
1550	78TH ST E	ADLER GRADUATE SCHOOL	3502824440010	\$2,181.42
7701	PORTLAND AVE S	ASIAN DRCT ORIENTAL MKT INC	3502824330006	\$346.58
7744	12TH AVE S	B & S LAND DEVELOPMENT LLC	3502824340002	\$387.36
7731	4TH AVE S	BLAYLOCK PLUMBING CO	3402824440029	\$326.19
7700	LYNDALE AVE S	CITY OF RICHFIELD	3302824440233	\$366.97
1710	78TH ST E	CITY OF RICHFIELD	3502824440006	\$509.68
42	ADDRESS UNASSIGNED	CLEAR CHANNEL OUTDOOR INC	3502824440032	\$27.18
1000	78TH ST W	CSM CORPORATION	3302824440231	\$5,851.10
42	ADDRESS UNASSIGNED	CSM CORPORATION	3302824440236	\$366.97
980	78TH ST W	CSM SHOPS INC	3302824440235	\$183.48
700	78TH ST W	CSM SHOPS INC	3302824440234	\$265.03
710	78TH ST W	CSM SHOPS INC	3302824440232	\$5,123.96
7744	5TH AVE S	DJ & DJ LLC	3402824440031	\$475.70
7700	PORTLAND AVE S	DONALD L ELSEN TRUSTEE	3402824440006	\$224.26
7730	PORTLAND AVE S	ELSEN BROTHERS INC	3402824440007	\$360.17
7727	PORTLAND AVE S	FCE FICHFIELD LLC	3502824330007	\$462.11
7636	CEDAR AVE S	G6 HOSPITALITY PROP LLC	3502824440004	\$849.46
7714	5TH AVE S	GARY WIBERG	3402824440025	\$156.30
7745	LYNDALE AVE S	GM RICHFIELD LLC	3402824330081	\$1,134.88
7701	LYNDALE AVE S	GM RICHFIELD LLC	3402824330082	\$101.94
7740	2ND AVE S	GREGG NELSON	3402824430005	\$632.00
7701	PILLSBURY AVE S	H & M V PROPERTIES L L C	3402824340061	\$156.30
7720	WENTWORTH AVE S	HILMER M HOVELSON	3402824340055	\$312.60
7700	PILLSBURY AVE S	HRA CITY OF RICHFIELD	3402824340073	\$638.80
301	77TH ST W	J & R RICHFIELD LLC	3402824330087	\$761.12
7717	PILLSBURY AVE S	JEANETTE M GEORGE	3402824340059	\$74.75
1620	78TH ST E	JERRY E MATHWIG	3502824440008	\$842.67
1640	78TH ST E	JERRY E MATHWIG	3502824440007	\$618.41
7709	PILLSBURY AVE S	KERKER PROPERTIES LLC	3402824340060	\$156.30
7700	WENTWORTH AVE S	LEIGHTON PARTNERS LLC	3402824340054	\$312.60
7733	PORTLAND AVE S	LMMS PROPERTIES LLC	3502824330008	\$428.13
7645	LYNDALE AVE S	MAIN STREET OFFICE LLC	3402824330152	\$394.15
7645	LYNDALE AVE S	MAIN STREET OFFICE LLC	3402824330153	\$394.15
7645	LYNDALE AVE S	MAIN STREET OFFICE LLC	3402824330154	\$394.15
7645	LYNDALE AVE S	MAIN STREET OFFICE LLC	3402824330155	\$394.15
7701	NICOLLET AVE S	MENARD INC	3402824430078	\$6,374.37
2	MERIDIAN CROSSINGS	MERIDIAN CROSSINGS LLC	3302824430049	\$3,085.25
1	MERIDIAN CROSSINGS	MERIDIAN CROSSINGS LLC	3302824430050	\$3,384.26
1401	76TH ST W	MSB HOLDINGS-RICHFIELD LLC	3302824430019	\$1,787.27
1200	78TH ST E	PMB HOSPITALITY LLC	3502824430008	\$727.14
308	78TH ST E	PROGRESS VALLEY INC	3402824440037	\$502.88
7720	NICOLLET AVE S	REALTY INCOME PROPS 3 LLC	3402824340066	\$271.83
1400	78TH ST E	RICHFIELD PROPERTIES LLC	3502824430073	\$224.26
7711	14TH AVE S	RICHFIELD PROPERTIES LLC	3502824430006	\$645.59
1420	78TH ST E	RICHFIELD PROPERTIES LLC	3502824430074	\$754.32
1500	78TH ST E	RICHFIELD PROPERTIES LLC	3502824430076	\$931.01
7645	LYNDALE AVE S	RICHFIELD SENIOR HOUSING INC	3402824330150	\$394.15
7645	LYNDALE AVE S	RICHFIELD SENIOR HOUSING INC	3402824330151	\$394.15
415	77TH ST E	RICHFIELD WHEEL ALIGNMENT	3402824440028	\$163.10
345	77TH ST E	RICHFIELD-BLOOMINGTON CR UN	3402824440032	\$570.84
7745	2ND AVE S	ROBERT R LURTSEMA	3402824430077	\$360.17
84	78TH ST W	SHERWIN-WILLIAMS CO	3402824340001	\$224.26
200	78TH ST W	SHURGARD STORAGE CENTERS INC	3402824340053	\$1,454.28
7610	LYNDALE AVE S	SOLOMON REAL ESTATE GROUP	3302824440110	\$1,447.49
7630	LYNDALE AVE S	SOLOMON REAL ESTATE GROUP	3302824440113	\$190.28
42	ADDRESS UNASSIGNED	SOLOMON REAL ESTATE GROUP	3302824440114	\$13.59
7644	LYNDALE AVE S	SOLOMON REAL ESTATE GROUP	3302824440115	\$149.51
7708	5TH AVE S	TBG LLC	3402824440024	\$156.30
351	77TH ST W	THOMSON REUTERS PROP TX SER	3402824330088	\$1,630.97
616	78TH ST E	UNIVERSITY AUTO PROP LLLP	3502824330009	\$394.15
100	78TH ST W	VIKING PAINTS INC	3402824340056	\$360.17
7721	PILLSBURY AVE S	VIKING PAINTS INC	3402824340057	\$523.27
7715	PILLSBURY AVE S	WILLIAMS PROPERTIES MN LLC	3402824340058	\$81.55
401	77TH ST W	WOOD MINNESOTA RE LLC	3402824330156	\$4,668.65
				\$59,557.56



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0 250 500 1,000 Feet
1 inch = 500 Feet

Interstate-Lyndale-Nicollet (ILN)
Assessment District
Richfield, Minnesota





STAFF REPORT NO. 187
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/18/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding a resolution adopting the assessment for removal of diseased trees from private property for work ordered in 2015.

EXECUTIVE SUMMARY:

The health of trees within municipal limits is threatened by shade tree diseases and it is the City's responsibility to control and prevent the spread of these diseases.

If the City deems it necessary to remove a diseased tree on private property, the property owners have three options available:

1. Remove the tree themselves.
2. Hire and pay for their own contractor.
3. Hire their own contractor and request the cost of the tree removal be assessed against their property tax.

In the period from January 1, 2015 through December 31, 2015, 20 property owners chose the third option. The total amount to be assessed is \$52,428.35.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve a resolution adopting the assessment for removal of diseased trees from private property for work ordered from January 1, 2015 through December 31, 2015.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In the early 1970's, the City of Richfield began a shade tree disease program to assist homeowners in the removal of diseased tree(s) on private property. The following process is how the City ensures property owners are aware of their diseased tree(s).

Notification to Property Owners

At time of marking for removal, paperwork is left at the property which includes:

- Removal deadline

- Reason the tree was marked for removal
- Assessment information
- Information regarding private contractors
- A card postmarked to the City informing the City of owner's removal plans
- City staff contacts for more information

If the tree becomes hazardous or is past the removal deadline the City sends an additional deadline letter to the property owner. The letter is sent to the last known owner, obtained from Hennepin County Property Records and verified by our utility billing records.

Occupied Properties

Property owners with diseased private tree(s) have three options available for tree removal:

1. Remove the tree themselves.
2. Hire and pay their own contractor.
3. Hire their own contractor and request the cost of the tree removal be assessed against their property tax.

Vacant Properties

In cases where the property is vacant and no owner can be found, removals must be ordered when trees have passed the removal deadline or become hazardous. A contractor then performs the removal and the cost is assessed to the property.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The work has been completed with prior approval from the affected residents; except in cases of vacant properties.
- Minnesota State Statute requires the County be notified of all special assessments.
- The proposed assessment was filed with the City Clerk.
- Notices of the assessment hearing were mailed to the owner of each parcel described in the assessment roll on September 29, 2016.
- The public hearing notice was published in the official newspaper on October 6, 2016.

C. CRITICAL TIMING ISSUES:

- The unpaid charges for the removal of the diseased trees must be special assessed for certification to the County Director of Property Taxation and Collection along with current taxes as stated in City Code 825.05 Subd. 3.
- Unpaid assessments must be reported to Hennepin County by November 30th of each year.

D. FINANCIAL IMPACT:

- The costs to be assessed for the removal of diseased trees on private property for work ordered during the period January 1, 2015, through December 31, 2015, have been determined to be \$52,428.35.
- The property owner may pay the original principal amount without interest within 30 days from the date the Council adopts the assessment. The unpaid balance will be spread over five years with a five percent interest rate.
- The original source of funding to have the work done is through the City's Permanent Improvement Revolving Fund.

E. LEGAL CONSIDERATION:

- The City Attorney will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may revise the special assessment roll, as deemed necessary, following the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

	Description	Type
▢	Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR THE PERIOD OF JANUARY 1, 2015 TO DECEMBER 31, 2015.

WHEREAS, costs have been determined for the removal of diseased trees from private properties in the City of Richfield and the expenses incurred or to be incurred for such work ordered during the period of January 1, 2015 through December 31, 2015 amount to \$52,428.35.

Address	PID	Amount
2201 W 69th	28-028-24-33-0051	\$4,988.29
6237 Garfield	27-028-24-22-0066	\$800.00
6245 Aldrich Ave	28-028-24-11-0019	\$2,413.68
6345 15th Ave	26-028-24-12-0109	\$2,789.15
6420 Knox	28-028-24-24-0064	\$1,716.40
6449 Girard Ave	28-028-24-13-0011	\$911.84
6500 Humboldt Ave	28-028-24-24-0130	\$2,520.96
6719 Russell Ave	29-028-24-41-0136	\$4,988.29
6740 Washburn Ave	29-028-24-42-0088	\$3,915.53
6808 Sheridan Ave	29-028-24-44-0067	\$2,640.49
6833 Irving Ave	28-028-24-34-0104	\$3,486.44
6844 10th Ave	26-028-24-34-0092	\$804.56
6901 Upton Ave	29-028-24-43-0189	\$1,340.94
6927 5th Ave	27-028-24-44-0091	\$1,340.94
6931 Logan Ave	28-028-24-34-0061	\$3,432.80
7008 14th Ave	35-028-24-12-0034	\$2,145.50
7033 12th Ave	35-028-24-12-0011	\$4,076.45
7214 13th Ave	35-028-24-13-0114	\$2,537.59
7419 Pillsbury Ave	34-028-24-31-0045	\$2,360.25
7600 Upton Ave	32-028-24-43-0004	\$3,218.25
TOTAL		\$52,428.35

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota:

1. Such proposed assessment roll, in the amount of \$52,428.35, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.

2. Such assessment shall be payable in no more than five annual installments and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property to the City's Assessing Division, and may at any time thereafter, pay to the City's Assessing Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 10 or interest will be charged through December 31 of the next succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 188
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven Devich
10/19/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution awarding the sale of \$5,450,000 General Obligation Refunding Bonds, Series 2016B.

EXECUTIVE SUMMARY:

In 2007 the City issued two separate bond issues, the \$4,705,000 G.O. Capital Improvement Bonds, Series 2007A and the \$4,250,000 G.O. Improvement Bonds, Series 2007B.

The Series 2007A bonds were issued to help fund the construction of the new public works maintenance facility.

The Series 2007B bonds financed public improvements, including the roundabout at 66th Street and Richfield Parkway.

Interest rates continue to be at low levels, and the City's Municipal Advisor, Ehlers & Associates, Inc. periodically reviews the City's outstanding bond issues to determine which issues, if any are feasible for refunding. Upon the latest review of the bond issues, Ehlers & Associates, Inc. recommends undertaking a bond refunding of the Series 2007A and 2007B to take advantage of the low interest rates and realize interest savings.

For this refunding the savings is estimated to be \$1,011,020 for the Series 2007A bonds and \$406,710 for the Series 2007B bonds. The combined estimated total savings would be \$1,417,730.

Included in of the refunding of the Series 2007A bonds, the City plans to contribute \$500,000 of sales proceeds to be received from the sale of the former City maintenance facility site. The closing on that sale is expected to take place at the end of October 2016.

Bids on the 2016B General Obligation Refunding Bonds are due in the offices of Ehlers & Associates, Inc. on Tuesday October 25, 2016. A representative from Ehlers & Associates, Inc. will be at the City Council meeting to recommend the successful bidder and review attached documents, and provide information that is absent from the resolution and available only after the bidding on the bonds has closed.

Following Ehlers & Associates, Inc. recommendation it would be appropriate for the City Council to award the bond sale to the qualified buyer and undertake other related actions as necessary as delineated in the approving resolution. The anticipated closing on the 2016B Bonds is scheduled for November 17, 2016.

RECOMMENDED ACTION:

By Motion: Approve of the resolution awarding the sale of General Obligation Refunding Bonds, Series 2016B, in the original aggregate principal amount of \$5,450,000; Fixing their form and specifications; Directing their execution and delivery; and providing for their payment; and providing for the redemption of bonds refunded thereby.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The call for the sale of the bonds was approved by the City Council at the September 13, 2016 City Council meeting.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- None.

C. CRITICAL TIMING ISSUES:

- The sale of the refunding bonds at this time will allow the City to take advantage of the low interest rates and realize interest savings.

D. FINANCIAL IMPACT:

- On the basis of Ehlers & Associates, Inc. review, it appears that the current interest rate climate makes it feasible to refund the two bond issues.
- The current outstanding principal balance of the Series 2007A and 2007B bonds is \$3,060,000 and \$2,775,000 respectively. The City will continue to make the principal and interest payments up to and on the refunding date.
- The \$5,450,000 G.O. Refunding Bonds, Series 2016B are being issued to provide funds for a current refunding on February 1, 2017, on all of the City's callable G.O. Capital Improvement Bonds, Series 2007A and callable G.O. Improvement Bonds, Series 2007B.
- Included in the refunding of the Series 2007A bonds, the City plans to contribute \$500,000 of the sales proceeds from the sale of the former City maintenance facility site.
- It is estimated that this refinancing under current rates would reduce the interest costs of paying these two debt issues by approximately \$1,417,730.
- This savings expressed in present value terms is approximately 13.510% of the refunded principal or \$788,298.
- The bonds are being issued for a 12-year period; this does not extend the term of the original issue. The maturity date of the new refunding issue will be the same as the two current outstanding issues.

E. LEGAL CONSIDERATION:

- Legal counsel has been involved in the bond sale transactions as bond counsel to the City.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Rebecca Kurtz, Ehlers & Associates, Inc.

ATTACHMENTS:

Description	Type
□ Bond Resolution 2016B Refunding Bonds	Resolution Letter

Extract of Minutes of Meeting
of the City Council of the City of
Richfield, Hennepin County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Richfield, Minnesota, was duly held in the City Hall in said City on Tuesday, October 25, 2016, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Refunding Bonds, Series 2016B, to be issued in the original aggregate principal amount of \$5,450,000.

The City Manager presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _____ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. _____

**A RESOLUTION AWARDING THE SALE OF GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2016B, IN THE
ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,450,000;
FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING
THEIR EXECUTION AND DELIVERY; PROVIDING FOR
THEIR PAYMENT; AND PROVIDING FOR THE REDEMPTION
OF BONDS REFUNDED THEREBY**

BE IT RESOLVED By the City Council of the City of Richfield, Hennepin County, Minnesota (the "City") as follows:

Section 1. Sale of Bonds.

1.01. Authority.

(a) Pursuant to Minnesota Statutes, Chapter 475, specifically Section 475.521, as amended (the "CIP Act"), the City issued its General Obligation Capital Improvement Bonds, Series 2007A (the "Refunded CIP Bonds"), dated July 10, 2007, in the original aggregate principal amount of \$4,705,000, currently outstanding in the principal amount of \$3,275,000, of which \$3,060,000 in principal amount is callable on or after February 1, 2017. The proceeds of the Refunded CIP Bonds financed the construction of public works facilities in the City (the "CIP Project").

(b) Pursuant to Minnesota Statutes, Chapters 429 and 475, as amended (collectively, the "Improvement Act"), the City issued its General Obligation Improvement Bonds, Series 2007B (the "Refunded Improvement Bonds"), dated July 10, 2007, in the original aggregate principal amount of \$4,250,000, currently outstanding in the principal amount of \$2,965,000, of which \$2,775,000 in principal amount is subject to redemption on or after February 1, 2017. The proceeds of the Refunded Improvement Bonds financed the construction of various assessable public improvements in the City (the "Assessable Improvements").

(c) The City is authorized by Minnesota Statutes, Section 475.67, subdivision 3 to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the City Council to be necessary or desirable for the reduction of debt service costs to the City or for the extension or adjustment of maturities in relation to the resources available for their payment.

(d) It is necessary and desirable for the reduction of debt service costs to the City that the City issue its General Obligation Refunding Bonds, Series 2016B (the "Bonds"), in the original aggregate principal amount of \$5,450,000, pursuant to the CIP Act and the Improvement Act, specifically Section 475.67, subdivision 3 (collectively, the "Act"), to refund the outstanding principal amount of the Refunded CIP Bonds and the Refunded Improvement Bonds (together, the "Refunded Bonds") on February 1, 2017 (the "Redemption Date").

(e) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent financial

advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the “Purchaser”) to purchase the Bonds is hereby determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of \$5,450,000, [plus original issue premium of \$_____,] [less original issue discount of \$_____,] less underwriter’s discount of \$_____), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2018	%	2024	%
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023			

True interest cost: _____%

1.03. Purchase Contract. The sum of \$_____, being the amount proposed by the Purchaser in excess of \$5,395,500, shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the Finance Manager in consultation with the City’s municipal advisor. The Finance Manager is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and City Manager are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of \$5,450,000, originally dated November 17, 2016, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and which mature serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$	2024	\$
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023			

(a) \$2,615,000 of the Bonds (the “CIP Refunding Bonds”), maturing on February 1 in the years and in the amounts set forth below, will be used to refinance the CIP Project through the redemption and prepayment of the outstanding Refunded CIP Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$	2024	\$
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023			

(b) The remainder of the Bonds in the amount of \$2,835,000 (the “Improvement Refunding Bonds”), maturing on February 1 in the years and in the amounts set forth below, will be used to refinance the Assessable Improvements through the redemption and prepayment of the outstanding Refunded Improvement Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$	2024	\$
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023			

1.05. Optional Redemption. The City may elect on February 1, 2025, and on any day thereafter to prepay Bonds due on or after February 1, 2026. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2017, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and

as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Finance Manager must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Finance Manager and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Manager will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B attached hereto.

3.02. Approving Legal Opinion. The City Manager is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Refunding Bonds, Series 2016B Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Manager as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "CIP Account" and the "Improvements Account." Amounts in the CIP Account are irrevocably pledged to the CIP Refunding Bonds, and amounts in the Improvements Account are irrevocably pledged to the Improvement Refunding Bonds.

(a) CIP Account. To the CIP Account of the Debt Service Fund there is hereby credited and appropriated the following: (i) proceeds of the general taxes hereinafter levied for the payment of the CIP Refunding Bonds; and (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

(b) Improvements Account. To the Improvements Account of the Debt Service Fund there is hereby credited and appropriated the following: (i) proceeds of the general taxes hereinafter levied for the payment of the Improvement Refunding Bonds; (ii) following the Redemption Date, the proceeds of special assessments levied (the "Assessments") for the Assessable Improvements refinanced with the proceeds of the Improvement Refunding Bonds; and (iii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Redemption Fund. All proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and the costs of issuance of the Bonds, will be deposited in a separate fund (the "Redemption Fund") to be used solely to redeem and prepay the Refunded Bonds on the Redemption Date. Any balance remaining in the Redemption Fund after the redemption of the Refunded Bonds on the Redemption Date shall be deposited in the accounts of the Debt Service Fund herein created for the Bonds.

4.03. Prior Debt Service Funds. The debt service fund heretofore established for the Refunded CIP Bonds pursuant to the resolution providing for the issuance and sale of the Refunded CIP Bonds (the "Prior CIP Resolution") shall be closed following the redemption of the Refunded CIP Bonds, and all monies therein shall be transferred to the CIP Account of the Debt Service Fund herein created. The debt service fund heretofore established for the Refunded Improvement Bonds pursuant to the resolution providing for the issuance and sale of the Refunded Improvement Bonds (the "Prior Improvement Resolution") shall be closed following the redemption of the Refunded Improvement Bonds, and all monies therein shall be transferred to the Improvements Account of the Debt Service Fund herein created.

4.04. Pledges in Prior Resolutions. The pledges and covenants of the City made by the Prior Improvement Resolution relating to the Assessments levied for the Assessable Improvements are restated and confirmed in all respects. The provisions of the Prior Improvement Resolution are hereby supplemented to the extent necessary to give full effect to the provisions hereof.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.06. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the CIP Refunding Bonds and a portion of the principal of and interest on the Improvement Refunding Bonds, there is levied a direct annual irrepealable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the CIP Account and the Improvements Account of the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT C.

4.07. Certification to Taxpayer Services Division Manager as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Assessments and Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Manager may certify to the Taxpayer Services Division Manager of Hennepin County, Minnesota (the "Taxpayer Services Division Manager") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Taxpayer Services Division Manager will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Cancellation of Prior Levies after Redemption Date. Following the payment in full of all outstanding principal of and interest on the Refunded CIP Bonds and the Refunded Improvement Bonds on the Redemption Date, the Finance Manager is hereby directed to certify such fact to and request the Taxpayer Services Division Manager to cancel any and all tax levies made for the Refunded CIP Bonds and the Refunded Improvement Bonds.

4.09. Certification of Taxpayer Services Division Manager as to Registration. The City Manager is directed to file a certified copy of this resolution with the Taxpayer Services Division Manager and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding of Refunded Bonds; Findings; Redemption of Refunded Bonds.

5.01. Purpose of Refunding. The Refunded CIP Bonds will be called for redemption on the Redemption Date in the principal amount of \$3,060,000, and the Refunded Improvement Bonds will be called for redemption on the Redemption Date in the principal amount of \$2,775,000. It is hereby found and determined that based upon information presently available from the City's municipal advisor, the issuance of the Bonds, a portion of which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds and is necessary and desirable for the reduction of debt service costs to the City.

5.02. Application of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund, along with any other funds on hand in the debt service funds established pursuant to the Prior CIP Resolution and the Prior Improvement Resolution, will be sufficient to prepay all of the principal of, interest on and redemption premium (if any) on the Refunded Bonds.

5.03. Redemption; Date of Redemption; Notice of Call for Redemption. The Refunded Bonds maturing after the Redemption Date will be redeemed and prepaid on the Redemption Date. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the forms of Notice of Call for Redemption attached hereto as EXHIBITS C-1 and C-2, which terms and conditions are hereby approved and incorporated herein by reference. The registrars for the Refunded Bonds are authorized and directed to send a copy of each Notice of Call for Redemption to each registered holder of the Refunded Bonds at least thirty (30) days prior to the Redemption Date.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, the City Manager, and the Finance Manager are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Mayor, City Manager, and Finance Manager are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Manager, and the Finance Manager shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Manager shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the City's municipal advisor, Ehlers & Associates, Inc.

Section 7. Tax Covenant.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become

subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds.

7.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

7.04. Qualified Tax-Exempt Obligations.

(a) \$5,390,000 in principal amount of the Bonds (the “Deemed Portion”) is hereby deemed to be “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, because the City determines that:

(i) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(ii) the Refunded Bonds were qualified tax-exempt obligations;

(iii) the average maturity date of the CIP Refunding Bonds is not later than the average maturity date of the Refunded CIP Bonds, and the average maturity date of the Improvement Refunding Bonds is not later than the average maturity date of the Refunded Improvement Bonds; and

(iv) the Bonds have a maturity date which is not later than the date which is thirty (30) years after the date the Refunded Bonds were issued.

(b) The remaining portion of the Bonds in the principal amount of \$60,000 (the “Designated Portion”) is hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, because the City determines that:

(i) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(ii) the City hereby designates the Designated Portion of the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(iii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, that are not qualified 501(c)(3) bonds) which will be issued by the City during calendar year 2016 will not exceed \$10,000,000; and

(iv) not more than \$10,000,000 of obligations issued by the City during calendar year 2016 have been designated for purposes of Section 265(b)(3) of the Code.

7.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in

accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.02. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Passed and adopted this 25th day of October, 2016.

Mayor

Attest:

City Clerk

EXHIBIT A
PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-____ UNITED STATES OF AMERICA \$ _____
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF RICHFIELD

GENERAL OBLIGATION REFUNDING BOND
SERIES 2016B

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	November 17, 2016	

Registered Owner: Cede & Co.

The City of Richfield, Minnesota, a duly organized and existing municipal corporation in Hennepin County, Minnesota (the "City"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2017, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2025, and on any day thereafter to prepay Bonds due on or after February 1, 2026. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$5,450,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on October 25, 2016 (the "Resolution"), for the purpose of providing money to refund the outstanding principal amount of certain general obligation bonds of the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, as amended, including Section 475.521, and specifically including Section 475.67, subdivision 3. The principal hereof and interest hereon are payable in part from special assessments and in part from ad

valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments and ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has deemed designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Richfield, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: November 17, 2016

CITY OF RICHFIELD, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Manager

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

(Cust) Custodian (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C-1

NOTICE OF CALL FOR REDEMPTION FOR REFUNDED CIP BONDS

\$4,705,000
CITY OF RICHFIELD, MINNESOTA
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
SERIES 2007A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Richfield, Hennepin County, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2017

all outstanding bonds of the City designated as General Obligation Capital Improvement Bonds, Series 2007A, dated July 10, 2007, having stated maturity dates of February 1 in the years 2018 through 2028, both inclusive, totaling \$3,060,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	CUSIP Number
2018	\$225,000	763325 V61
2019	235,000	763325 V79
2020	245,000	763325 V87
2021	255,000	763325 V95
2022	265,000	763325 W29
2023	275,000	763325 W37
2024	285,000	763325 W45
2025	300,000	763325 W52
2026	310,000	763325 W60
2027	325,000	763325 W78
2028	340,000	763325 W86

The bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, Saint Paul, Minnesota, on or before February 1, 2017, at the following address:

Registered/Certified Mail:

Wells Fargo Bank, N.A.
Corporate Trust Operations
P.O. Box 1517
Minneapolis, MN 55480-1517

Air Courier:

Wells Fargo Bank, N.A.
Corporate Trust Services
600 South Fourth Street
MAC N9300-060
Minneapolis, MN 55479

In Person:

Wells Fargo Bank, N.A.
Northstar East Building
608 2nd Ave. So., 12th Fl.
Minneapolis, MN

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2014), will satisfy the requirements of this paragraph.

Dated: _____, 20__.

**BY ORDER OF THE CITY COUNCIL OF
THE CITY OF RICHFIELD, MINNESOTA**

By: /s/ Steve Devich
City Manager
City of Richfield, Minnesota

EXHIBIT C-2

NOTICE OF CALL FOR REDEMPTION FOR REFUNDED IMPROVEMENT BONDS

\$4,250,000
CITY OF RICHFIELD, MINNESOTA
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2007B

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Richfield, Hennepin County, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2017

all outstanding bonds of the City designated as General Obligation Improvement Bonds, Series 2007B, dated July 10, 2007, having stated maturity dates of February 1 in the years 2018 through 2028, both inclusive, totaling \$2,775,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	CUSIP Number
2018	\$200,000	763325 Y27
2019	210,000	763325 Y35
2020	220,000	763325 Y43
2021	230,000	763325 Y50
2022	240,000	763325 Y68
2023	250,000	763325 Y76
2024	260,000	763325 Y84
2025	270,000	763325 Y92
2026	285,000	763325 Z26
2027	300,000	763325 Z34
2028	310,000	763325 Z42

The bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, Saint Paul, Minnesota, on or before February 1, 2017, at the following address:

Registered/Certified Mail:

Wells Fargo Bank, N.A.
Corporate Trust Operations
P.O. Box 1517
Minneapolis, MN 55480-1517

Air Courier:

Wells Fargo Bank, N.A.
Corporate Trust Services
600 South Fourth Street
MAC N9300-060
Minneapolis, MN 55479

In Person:

Wells Fargo Bank, N.A.
Northstar East Building
608 2nd Ave. So., 12th Fl.
Minneapolis, MN

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2014), will satisfy the requirements of this paragraph.

Dated: _____, 20__.

**BY ORDER OF THE CITY COUNCIL OF
THE CITY OF RICHFIELD, MINNESOTA**

By: /s/ Steve Devich
City Manager
City of Richfield, Minnesota

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS.
)
CITY OF RICHFIELD)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Richfield, Hennepin County, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on October 25, 2016, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Refunding Bonds, Series 2016B, in the original aggregate principal amount of \$5,450,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this ____ day of _____, 2016.

(SEAL)

City Clerk
City of Richfield, Minnesota



STAFF REPORT NO. 189
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Karen Barton, Community Development Assistant Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
10/19/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution supporting the submittal of a grant application to the Metropolitan Council Livable Communities Tax Base Revitalization Account grant program for contamination clean-up at the Lyndale Gardens site, 6400 Lyndale Avenue.

EXECUTIVE SUMMARY:

The Lyndale Gardens property was initially developed preceding the 1950's. In advance of the property being developed, a portion of the property was used for dumping. Areas primarily along the western side of the property (along Richfield Lake) were low lying/wetland areas that were filled in with soil and debris, reportedly including concrete, building materials, railroad ties, etc.

Prior to the Cornerstone Group purchasing the property in 2011, a Phase I environmental investigation was done to evaluate the potential for subsurface contaminants that resulted from previous land use activities. The Phase I found significant contamination, primarily old construction and demolition debris. Since that time, the Cornerstone Group has had additional soil testing conducted to determine the extent of contamination existing on the site, which has revealed additional areas of contamination. Before the Cornerstone Group can construct improvements on the property, the contaminated soils must be remediated.

To assist in the financial aspect of the cleanup of the property, the Cornerstone Group is requesting that the City apply to the Metropolitan Council Tax Base Revitalization Account (TBRA) grant program on their behalf. A requirement of the grant is the submission of a resolution indicating the City Council's support of the application.

Given the potential liability to the City relating to this grant program should the City be awarded funding, City staff will not execute the agreement without the Cornerstone Group (d/b/a Lyndale Gardens) first having obtained land-use approvals from the City, nor will they approve reimbursement to the Cornerstone Group under this grant without building permits first being issued for the project.

Colleen Carey from the Cornerstone Group will be in attendance to provide an update of the project.

RECOMMENDED ACTION:

By Motion: Adopt the resolution supporting the submittal of a grant application to the Metropolitan Council Livable Communities Tax Base Revitalization Account grant program for a contamination clean-up at

6400 Lyndale Avenue.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The Developer applied for and received land-use approvals in 2013 to construct a mixed-use development on the property.
- In December 2015 the land-use approvals expired.
- The Developer is proposing to construct a mixed-use development that will include multi-family rental housing and retail/commercial uses, as well as the quasi-public/public improvements funded by the Met Council grant.
- The quasi-public/public shoreline improvements began construction earlier this fall and will be mostly complete yet this year, with final completion no later than April 30, 2017.
- Regardless of ownership, the contamination will be required to be remediated prior to development of the property.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- It is the City's policy to facilitate brownfield clean-up and the return of contaminated land to productive use.

C. CRITICAL TIMING ISSUES:

- The Met Council TBRA grant application is due on November 1, 2016.

D. FINANCIAL IMPACT:

- The City would be requesting grant funds in the amount of \$790,000 from the Met Council.
- The grant requires local matching funds, which the Cornerstone Group d/b/a Lyndale Gardens LLC has pledged.
- The grant agreement has a claw-back provision that provide for the Met Council to be reimbursed by the City should the project not come to fruition within the required timeframe (3 years).
- Although the TBRA grant agreement has a claw-back provision, the Met Council has never enforced this provision previously, even when a project failed to be constructed or completed.
- City staff will not execute the agreement without the Cornerstone first having obtained land-use approvals for the project.
- City staff will not authorize reimbursement of qualified expenditures to the Cornerstone Group through this grant prior to building permits being issued for the project.

E. LEGAL CONSIDERATION:

- The City of Richfield would be the grant recipient and as such, would be subject to the requirements of the grant agreement.
- The City Attorney will review the grant agreement prior to execution.

ALTERNATIVE RECOMMENDATION(S):

- Do not approve the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Colleen Carey, The Cornerstone Group

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY'S SUBMITTAL OF AN
APPLICATION TO THE METROPOLITAN COUNCIL TAX BASE REVITALIZATION
ACCOUNT GRANT PROGRAM FOR CONTAMINATION CLEAN UP ASSOCIATED
WITH THE LYNDAL GARDENS PROJECT
6400 LYNDAL AVENUE**

WHEREAS, the City of Richfield is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2016 as determined by the Metropolitan Council, and is therefore eligible to make application apply for funds under the Tax Base Revitalization Account; and

WHEREAS, the City has identified a contamination cleanup project within the City that meets the Tax Base Revitalization Account's purpose/s and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements; and

WHEREAS, the City finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Tax Base Revitalization Account grant funding; and

WHEREAS, the City represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which Livable Communities Act Tax Base Revitalization Account funding is sought but was not able to find or secure from other sources funding that is necessary for cleanup completion and states that this representation is based on the following reasons and supporting facts.

NOW, THEREFORE BE IT RESOLVED, that, the Richfield City Council authorizes the submittal of an application for Metropolitan Council Tax Base Revitalization Account grant funds and, if the City is awarded a Tax Base Revitalization Account grant for this project, the City will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the Tax Base Revitalization grant application submitted on November 1, 2016.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 190
CITY COUNCIL MEETING
10/25/2016

REPORT PREPARED BY: Elizabeth Finnegan, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/18/2016

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: STEVEN L. DEVICH
10/19/2016

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution requesting an advance payment of 2018-2021 Municipal State Aid (MSA) funds to cover costs associated with the 66th Street Reconstruction Project.

EXECUTIVE SUMMARY:

Staff recommends the City Council adopt the resolution to request an advancement of the 2018-2021 MSA allotments to cover right-of-way and construction expenses needed for the completion of the 66th Street Reconstruction project.

The current balance of Richfield's MSA account is estimated at \$36,692, with an estimated 2017 allotment in February of \$1,217,000. In order to fully fund the City's portion of the 66th Street Reconstruction project, staff recommends requesting \$4,000,000 (maximum allowable) of the 2018-2021 construction allotments.

RECOMMENDED ACTION:

By Motion: Adopt the resolution requesting an advancement of 2018-2021 Municipal State Aid street funds.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Minnesota Statute 162.14 provides for municipalities to make advances from future year's allocations for the purpose of expediting construction.
- The Minnesota Department of Transportation (Mn/DOT) State Aid Office solicits requests for advances on a year-by-year basis depending on the current statewide fund balance.
- Advance is limited to five times the municipalities' last construction allotment or \$4,000,000, whichever is less.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Mn/DOT requires that all State Aid Street Fund advances be made via City Council resolution.

C. CRITICAL TIMING ISSUES:

- Mn/DOT notified City staff to submit advance requests by November 18, 2016.
- Mn/DOT State Aid Office considers advance requests on a first come, first serve basis.

D. FINANCIAL IMPACT:

MSA Balance Remaining (1/1/2016)	\$36,692
Estimated 2017 Allotment	\$1,217,000
Estimated Account Balance on 2/1/2017	\$1,253,692
Total Estimated MSA Disbursement for 66th Street Project	\$7,800,000
Minus MSA already paid to County in 2016	\$2,500,000
Minus Account Balance at 2/1/2017	<u>\$1,253,692</u>
Total MSA Funds	\$4,046,308
2017 Advance Amount Requested	\$4,000,000*

* \$4,000,000 is maximum allowed advancement

E. LEGAL CONSIDERATION:

- The City Attorney will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ MSA Advance Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION AUTHORIZING AN ADVANCE OF 2018-2021
MUNICIPAL STATE AID STREET FUNDS**

WHEREAS, the Municipality of Richfield is planning to implement Municipal State Aid Street Project(s) in 2017 which will require State Aid funds in excess of those available in its State Aid Construction Account; and

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account; and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Estimated Account Balance as of date	<u>2/1/2017</u>	\$ <u>1,253,692</u>
Less estimated disbursements:		
Project #	<u>157-020-028</u>	\$ <u>5,300,000</u>
Bond Principle (if any)		\$ <u>NA</u>
Project Finals (overruns-if any)		\$ <u>NA</u>
Other	<u></u>	\$ <u>NA</u>
Total Estimated Disbursements		\$ <u>5,300,000</u>
Advance Amount (amount in excess of acct balance)		\$ <u>4,000,000</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this Resolution does not guarantee the availability of funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota:

That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Richfield in an amount up to \$4,000,000 in accordance with Minnesota Rules 8820.1500, Subp. 10b. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted by the City Council of the City of Richfield, Minnesota, this 25th day of October, 2016.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk